



Submitted Date: 9/23/2010 2:06:16 PM

Easygrants ID: 361

Funding Opportunity: Category One	Applicant Organization: The Trust for Public Land
Task: Submit Application Non-EO	Applicant Name: Mr. Sam Hodder



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Task: Submit Application Non-EO	Applicant Name: Mr. Sam Hodder

PROJECT CONTACT INFORMATION	
Name	Mr. Sam Hodder,
Title	Authorized Representative
Organization	The Trust for Public Land
Primary Address	101 Montgomery Street, Suite 900, , San Francisco, CA, 94104
Primary Phone/Fax	415-495-5660 Ext. 267
Primary Email	sam.hodder@tpl.org

PROJECT CONTACT INFORMATION	
Name	Mr. Sam Hodder,
Title	Authorized Representative
Organization	The Trust for Public Land
Primary Address	101 Montgomery Street, Suite 900, , San Francisco, CA, 94104
Primary Phone/Fax	415-495-5660 Ext. 267
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PROJECT INFORMATION

Project Title	Rodden Ranch Conservation Easement
Brief Description	The Trust for Public Land (TPL) requests funding from the Sierra Nevada Conservancy (SNC) to contribute toward the purchase of a conservation easement on the 5,868-acre Rodden Ranch in western Calaveras County, California. The conservation easement over the Rodden Ranch will protect working ranchland and valuable blue oak woodland habitat. This acquisition project will result in secured habitat connectivity, permanent protection of the multiple natural, economic, and scenic resources contained on the property, and advancement of SNC's goals.
Total Requested Amount	1,000,000.00
Other Fund Proposed	1,908,000.00
Total Project Cost	2,908,000.00
Project Category	Acquisition Projects
Project Area/Size	6198
Project Area Type	Acres
Have you submitted to SNC this fiscal year?	No
Is this application related to other SNC funding?	No

Project Results

Easement or other landowner agreement

Project Purpose	Project Purpose Percent
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Habitat	
Natural Resource	
Working Landscapes	

County
Calaveras

Sub Region
South Central



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PROJECT OTHER CONTACTS INFORMATION

Other Grant Project Contacts

Name:	Mr. Sam Hodder,
Project Role:	Authorized Representative
Phone:	4154955660
Phone Ext:	267
E-mail:	sam.hodder@tpl.org

Name:	Mr. Erik Vink,
Project Role:	Day-to-Day Responsibility
Phone:	9165571673
Phone Ext:	16
E-mail:	erik.vink@tpl.org

Name:	Mr. Sam Hodder,
Project Role:	Fiscal Manager
Phone:	4154955660
Phone Ext:	267
E-mail:	sam.hodder@tpl.org

Name:	Jeanne Boyce,
Project Role:	County Administration
Phone:	0000000000
Phone Ext:	
E-mail:	jboyce@co.calaveras.ca.us

Name:	District Calaveras County Water,
Project Role:	Water Agency 1 Contact
Phone:	2097543543
Phone Ext:	
E-mail:	customer_service@ccwd.org



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PROJECT LOCATION INFORMATION

Project Location

Address:	Southwest of Copperopolis, , Copperopolis, CA, 95228
United States	
Water Agency:	Calaveras County Water District
Latitude:	37.562134N
Longitude:	120.434220W
Congressional District:	N/A
Senate:	N/A
Assembly:	N/A
Within City Limits:	No
City Name:	



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PROJECT BUDGET INFORMATION

Direct

Description	Num of Units	Per Unit Cost	Total
Conservation Easement Funding	1	1,000,000.00	1,000,000.00

Total Direct	1,000,000.00
Direct Detail	

Budget Grant Total: 1,000,000.00



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PROJECT OTHER SUPPORT INFORMATION

Other Support for the Sierra Nevada

Type :	Project Funds Other
Estimated Amount:	65,000.00
Estimated Volunteer Hours:	1
Source:	The Trust for Public Land
Source Type:	Other
Status:	Pledged
Description:	Conservation Stewardship endowment

Type :	Volunteer Hours
Estimated Amount:	50,000.00
Estimated Volunteer Hours:	1
Source:	The Trust for Public Land
Source Type:	Other
Status:	Pledged
Description:	Staff/Appraisal/Travel/other costs

Estimated Total Amount of Resources Leveraged
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115,000.00



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PROJECT REGULATORY REQUIREMENTS

Regulatory Requirements

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PROJECT TIMELINE INFORMATION

Project Timeline

Milestone/Activity:	Site Appraisals
Description:	Appraisal completed with a 11/23/09 valuation date
Expected Date:	11/23/2009
Deliverable:	True
Milestone/Activity:	Signed purchase agreement with current landowners
Description:	Draft option agreement under discussion with landowners; expected to be signed in September 2010
Expected Date:	09/30/2010
Deliverable:	True
Milestone/Activity:	Fundraising
Description:	
Expected Date:	12/30/2011
Deliverable:	True
Milestone/Activity:	Six-month progress reports
Description:	Reports on landowner negotiations, fundraising, and acquisition six months after receipt of SNC grant
Expected Date:	09/30/2011
Deliverable:	True
Milestone/Activity:	Final Report
Description:	Submit final report following the close of escrow on the acquisition of the conservation easement
Expected Date:	12/30/2011
Deliverable:	True



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PROJECT PEER REVIEWER INFORMATION

Reviewers

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UPLOADS

The following pages contain the following uploads provided by the applicant:

Upload Name
Completed Checklist
Table of Contents
Authorization to Apply or Resolution
Application Form
Bylaws (Non-Profit Organizations Only)
Project Summary
Evaluation Criteria Narrative
Detailed Budget Form
Performance Measures
Environmental Setting and Impacts



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Project Location Map
Parcel Map Showing County Assessors Parcel Number
Topographic Map
Photos of the Project Site
Photos of the Project Site
Photos of the Project Site
Photos of the Project Site
Photos of the Project Site
Photos of the Project Site
Photos of the Project Site
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Photos of the Project Site
Acquisition Schedule
Willing Seller Letter
Land Tenure- Only for Site Improvement Projects
CEQA Documentation
Letters of Support
Letters of Support

To preserve the integrity of the uploaded document, headers, footers and page numbers have not been added by the system.

Application Checklist for Category One Grants

Project Name: Rodden Ranch Conservation Easement

Applicant: The Trust for Public Land

Please mark each box: check if item is included in the application; mark "N/A" if not applicable to the project. Please consult with SNC staff prior to submission if you have any questions about the applicability to your project of any items on the checklist. All applications must include a CD including an electronic file of each checklist item, if applicable. The naming convention for each electronic file is listed after each item on the checklist. (Electronic File Name = EFN: "naming convention". file extension choices)

1. ☒ Completed Checklist (EFN: *Checklist.doc,.docx,.rtf, or .pdf*)
2. ☒ Table of Contents (EFN: *TOC.doc,.docx,.rtf, or .pdf*)
3. ☒ Application Form (EFN: *AppForm.doc, .docx, .rtf, or .pdf*)
4. ☒ Authorization to Apply or Resolution (EFN: *AuthRes. doc, .docx, .rtf, or .pdf*)
- 5a. ☒ Articles of Incorporation [501(c)(3)s only] (EFN: *ArtInc.doc, .docx, .rtf, or .pdf*)
- 5b. ☒ Bylaws [501(c)(3)s only] (EFN: *Bylaws.doc, .docx, .rtf, or .pdf*)
- 5c. ☒ Tax Exempt Status Letter from the Internal Revenue Service [501(c)(3)s only] (EFN: *IRS.doc,.docx,.rtf,.pdf*)
6. ☒ Project Summary (Two page maximum) (ENF: *ProjSum.doc, .docx, .rtf, or .pdf*)
7. ☒ Evaluation Criteria Narrative (ENF: *EvalCrit.doc, .docx, .rtf, .pdf*)
8. ☒ Detailed Budget Form (ENF: *Budget.xls, .xlsx*)
9. ☒ Long Term Management Plan (no EFN - included in the Evaluation Criteria Narrative)
10. ☒ Performance Measures (ENF: *Perform.doc, .docx, .rtf, or .pdf*)
11. ☒ Environmental Setting and Impacts (ENF: *EnvSetImp.docx, .docx, .rtf, .pdf*)
12. ☒ Project Location Map (ENF: *LocMap.pdf*)
13. ☒ Parcel Map showing County Assessor's Parcel Number(s) (ENF: *ParcelMap.pdf*)
14. ☒ Topographic Map (ENF: *Topo.pdf*)
15. n/a Site Plan (Site improvement/restoration projects) (ENF: *SitePlan.pdf*)
16. ☒ Photos of the Project Site (10 maximum) (ENF: *Photo.jpg, .gif*)
17. ☒ Acquisition Schedule (Acquisition projects) (ENF: *AcqSched.doc,.docx,.rtf,.pdf*)
18. ☒ Willing Seller Letter (Acquisition projects) (ENF: *WillSell.pdf*)
19. ☒ Land Tenure (For site improvement/restoration projects) (ENF: *Tenure.pdf*)
20. n/a Leases or Agreements (ENF: *LeaseAgrmnt.pdf*)
21. ☒ California Environmental Quality Act (CEQA) documentation (ENF: *CEQA.pdf*)
22. n/a National Environmental Policy Act (NEPA) documentation (ENF: *NEPA.pdf*)
23. n/a Regulatory Requirements / Permits (ENF: *RegPermit.pdf*)
24. ☒ Demonstrations of Support (ENF: *DOS.pdf*)
25. ☒ Real Estate Appraisal (Acquisition projects) (ENF: *Appraisal.pdf*)

**Rodden Ranch Conservation Easement
A Request for Funding to the
Sierra Nevada Conservancy
September 2010**

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The following RESOLUTION was duly passed by the
Project Review Committee of The Trust for Public Land

In the matter of: A RESOLUTION APPROVING THE APPLICATION FOR GRANT FUNDS
FOR THE SIERRA NEVADA CONSERVANCY PROPOSITION 84 GRANTS PROGRAM
UNDER THE
SAFE DRINKING WATER, WATER QUALITY AND SUPPLY, FLOOD CONTROL,
RIVER AND COASTAL PROTECTION BOND ACT OF 2006

WHEREAS, the Legislature and Governor of the State of California have provided Funds for the program shown above; and

WHEREAS, the Sierra Nevada Conservancy (SNC) has been delegated the responsibility for the administration of a portion of these funds through a local assistance grants program, establishing necessary procedures; and

WHEREAS, said procedures established by the Sierra Nevada Conservancy require a resolution certifying the approval of application(s) by the Applicant's governing board before submission of said application(s) to the SNC; and

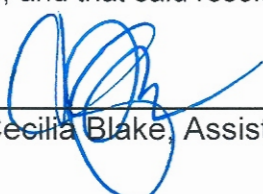
WHEREAS, the Applicant, if selected, will enter into an agreement with the SNC to carry out the project; and

WHEREAS, The Trust for Public Land has identified the Rodden Ranch Conservation Easement project as valuable toward meeting its mission and goals.

BE IT HEREBY RESOLVED by the Project Review Committee, under delegation to it by the Board of Directors and the President of The Trust for Public Land, that this Committee:

1. Approves the submittal of an application for the Rodden Ranch Conservation Easement project; and
2. Certifies that Applicant understands the assurances and certification requirements in the application; and
3. Certifies that Applicant or title holder will have sufficient funds to operate and maintain the resource(s) consistent with the long-term benefits described in support of the application; or will secure the resources to do so; and
4. Certifies that Applicant will comply with all legal requirements as determined during the application process; and
5. Appoints the California State Director, or designee, as agent to conduct all negotiations, execute and submit all documents, including but not limited to: applications, agreements, payment requests, and so on, which may be necessary for the completion of the aforementioned project(s).

PASSED AND ADOPTED on the 7th day of September, 2010. I, the undersigned and a duly elected and acting Assistant Secretary of The Trust for Public Land, a nonprofit corporation organized under the laws of the State of California and classified thereunder as a public benefit corporation, hereby certify that the foregoing resolution was duly adopted in accordance with the Bylaws of The Trust for Public Land by the Project Review Committee, under delegation to it by the Board of Directors and the President of The Trust for Public Land, at a special meeting of said Project Review Committee, and that said resolution has not been modified or rescinded.



Cecilia Blake, Assistant Secretary

**SIERRA NEVADA CONSERVANCY
PROPOSITION 84 GRANT APPLICATION FORM
CATEGORY ONE GRANTS**

Rev. January 2010

Complete all applicable items on both pages of form.

1. PROJECT NAME Rodden Ranch Conservation Easement	2. REFERENCE NUMBER <u>n/a</u>									
3. APPLICANT (<i>Agency name, address, and zipcode</i>) The Trust for Public Land 101 Montgomery Street, suite 900 San Francisco, CA 94104	4. APPLICANT TYPE: <input checked="" type="checkbox"/> Nonprofit Organization <input type="checkbox"/> Government <input type="checkbox"/> Tribal Organization									
5. APPLICANT'S AUTHORIZED REPRESENTATIVE <table style="width: 100%; border: none;"> <tr> <td style="text-align: center;"><i>Name and title – type or print</i></td> <td style="text-align: center;"><i>Phone</i></td> <td style="text-align: center;"><i>Email Address</i></td> </tr> <tr> <td><input checked="" type="checkbox"/> Mr. Sam Hodder, California State Director</td> <td>415-495-5660 ext. 267</td> <td>sam.hodder@tpl.org</td> </tr> <tr> <td><input type="checkbox"/> Ms.</td> <td></td> <td></td> </tr> </table>		<i>Name and title – type or print</i>	<i>Phone</i>	<i>Email Address</i>	<input checked="" type="checkbox"/> Mr. Sam Hodder, California State Director	415-495-5660 ext. 267	sam.hodder@tpl.org	<input type="checkbox"/> Ms.		
<i>Name and title – type or print</i>	<i>Phone</i>	<i>Email Address</i>								
<input checked="" type="checkbox"/> Mr. Sam Hodder, California State Director	415-495-5660 ext. 267	sam.hodder@tpl.org								
<input type="checkbox"/> Ms.										
6. PERSON WITH DAY-TO-DAY RESPONSIBILITY FOR ADMINISTRATION OF THE GRANT <i>(If different from Authorized Representative)</i> <table style="width: 100%; border: none;"> <tr> <td style="text-align: center;"><i>Name and title – type or print</i></td> <td style="text-align: center;"><i>Phone</i></td> <td style="text-align: center;"><i>Email Address</i></td> </tr> <tr> <td><input checked="" type="checkbox"/> Mr. Erik Vink, Program Director</td> <td>916-557-1673 ext. 16</td> <td>erik.vink@tpl.org</td> </tr> <tr> <td><input type="checkbox"/> Ms.</td> <td></td> <td></td> </tr> </table>		<i>Name and title – type or print</i>	<i>Phone</i>	<i>Email Address</i>	<input checked="" type="checkbox"/> Mr. Erik Vink, Program Director	916-557-1673 ext. 16	erik.vink@tpl.org	<input type="checkbox"/> Ms.		
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<input checked="" type="checkbox"/> Mr. Erik Vink, Program Director	916-557-1673 ext. 16	erik.vink@tpl.org								
<input type="checkbox"/> Ms.										
7. PERSON WITH FISCAL MANAGEMENT RESPONSIBILITY FOR GRANT CONTRACT/INVOICING <i>(If different from Authorized Representative or Day to Day Administrator)</i> <table style="width: 100%; border: none;"> <tr> <td style="text-align: center;"><i>Name and title – type or print</i></td> <td style="text-align: center;"><i>Phone</i></td> <td style="text-align: center;"><i>Email Address</i></td> </tr> <tr> <td><input checked="" type="checkbox"/> Mr. Sam Hodder (see above)</td> <td></td> <td></td> </tr> <tr> <td><input type="checkbox"/> Ms.</td> <td></td> <td></td> </tr> </table>		<i>Name and title – type or print</i>	<i>Phone</i>	<i>Email Address</i>	<input checked="" type="checkbox"/> Mr. Sam Hodder (see above)			<input type="checkbox"/> Ms.		
<i>Name and title – type or print</i>	<i>Phone</i>	<i>Email Address</i>								
<input checked="" type="checkbox"/> Mr. Sam Hodder (see above)										
<input type="checkbox"/> Ms.										
8. FUNDING INFORMATION <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">SNC Grant Request</td> <td style="width: 50%; text-align: right;">\$<u>1,000,000</u></td> </tr> <tr> <td colspan="2"><i>(Must be \$5,000 - \$1,000,000)</i></td> </tr> <tr> <td>Other Funds</td> <td style="text-align: right;">\$<u>1,908,000</u></td> </tr> <tr> <td>Total Project Cost</td> <td style="text-align: right;">\$<u>2,908,000</u></td> </tr> </table>		SNC Grant Request	\$ <u>1,000,000</u>	<i>(Must be \$5,000 - \$1,000,000)</i>		Other Funds	\$ <u>1,908,000</u>	Total Project Cost	\$ <u>2,908,000</u>	
SNC Grant Request	\$ <u>1,000,000</u>									
<i>(Must be \$5,000 - \$1,000,000)</i>										
Other Funds	\$ <u>1,908,000</u>									
Total Project Cost	\$ <u>2,908,000</u>									
9. PROJECT CATEGORIES <input type="checkbox"/> Site Improvement (fill in all that apply) Project Area: _____ Total Acres: _____ <div style="text-align: right; margin-right: 50px;">SNC</div> Portion (if different): _____ Total Miles (i.e. river or stream bank): _____ SNC Portion (if different): _____	9a. DELIVERABLES (Select <u>one</u> primary deliverable) <input type="checkbox"/> Restoration <input type="checkbox"/> Enhancement <input checked="" type="checkbox"/> Resource Protection <input type="checkbox"/> Infrastructure Development / Improvement									
<input checked="" type="checkbox"/> Acquisition (fill in all that apply) Project Area: <u>Rodden Ranch</u> Total Acres: <u>6,198</u> SNC Portion (if different): <u>5,868</u> Total Miles (i.e. river or stream bank): <u>n/a</u> SNC Portion (if different): <u>n/a</u>	(Select <u>one</u> primary deliverable) <input type="checkbox"/> Fee Title <input checked="" type="checkbox"/> Easement or Other Landowner Agreement									

10. PROJECT ADDRESS/LOCATION <i>(Include zip code) 3 to 5 miles southwest of Copperopolis; Copperopolis Post Office, 405 Main Street, Copperopolis, CA 95228</i>	
11. LATITUDE AND LONGITUDE LAT 37.562134N LONG 120.434220 W	
12. COUNTY Calaveras	13. CITY <i>(Is project within city limits? If so, which one?)</i> Copperopolis (an unincorporated community)
14. NEAREST PUBLIC WATER AGENCY (OR AGENCIES) CONTACT INFORMATION: <div style="display: flex; justify-content: space-between;"> Name: Calaveras County Water District Phone Number: 209-754-3543 </div> Email address: n/a	
<div style="display: flex; justify-content: space-between;"> Name: Phone Number: </div> Email address:	
15. CEQA OR NEPA DOCUMENT TYPE (if applicable) <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <div style="width: 48%;"> <input checked="" type="checkbox"/> Notice of Exemption <input type="checkbox"/> Negative Declaration <input type="checkbox"/> Environmental Impact Report </div> <div style="width: 48%;"> <input type="checkbox"/> Finding of No Significant Impact <input type="checkbox"/> Environmental Impact Statement <input type="checkbox"/> Joint CEQA/NEPA Document </div> </div>	
16. STATE CLEARINGHOUSE NUMBER	
17. APPRAISAL <div style="display: flex; justify-content: space-between;"> <input checked="" type="checkbox"/> Submittal with application <input type="checkbox"/> Submittal by _____ </div>	

I certify that the information contained in the Application, including required attachments, is accurate.



 Signed (Authorized Representative)

 Date 7/8/10

Sam Hodder, California State Director

 Name and Title (print or type)

BYLAWS
OF
THE TRUST FOR PUBLIC LAND,
a nonprofit corporation organized
under the laws of the State of California
and classified thereunder as a Public Benefit Corporation
(as amended February 1, 2010)

PART I. INTRODUCTORY PROVISIONS

Section 1.01. Definitions. In these By-Laws "Corporation" shall mean The Trust for Public Land; "Board" shall mean the Board of Directors of The Trust for Public Land; "Director" shall mean a member of the Board of Directors of The Trust for Public Land.

Section 1.02. Principal Office. The principal office of the Corporation shall be at 116 New Montgomery Street, San Francisco, California 94105 or such other place as may be designated by the Board.

Section 1.03. Fiscal Year. The fiscal year of the Corporation shall end on March 31 of each year.

Section 1.04. No Members. There shall be no members of the Corporation other than the Directors.

PART II. BOARD OF DIRECTORS

Section 2.01. Powers. The activities and affairs of the Corporation shall be conducted and all corporate power shall be exercised by, or under, the direction of the Board.

Section 2.02. Membership.

(a) The Board shall have at least nine, and no more than twenty-four Directors, with the exact number of authorized Directors being established by resolution.

(b) The President shall be an *ex officio* member of the Board of Directors, with full voting rights, during the period that such person serves as President.

(c) The term of office for a Director, other than the President, is three years, provided that when the Board appoints a Director, the Board may specify any length for a shorter term of office and provided further that each Director shall hold office until the expiration of the term for which elected and a successor has been elected and qualified or until the Board determines that said Director's office is vacant.

(d) To the extent possible, the terms of Directors shall be staggered such that at least

three Directors' terms expire at each Annual Meeting.

(e) A vacancy on the Board shall exist when the actual number of Directors is less than the number of Directors authorized by resolution pursuant to Section 2.02(a).

Section 2.03. Restriction on Interested Directors. Not more than 49% of the persons serving on the Board at any time may be interested persons. An interested person is (1) any person being compensated by the Corporation for services rendered to it within the previous 12 months, whether as a full-time or part-time employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a Director as Director; and (2) any brother, sister, ancestor, descendant, spouse, sister-in-law, brother-in-law, mother-in-law, or father-in-law of any such person. However, any violation of the provisions of this paragraph shall not affect the validity or enforceability of any transaction entered into by the Corporation.

Section 2.04. Compensation. The Corporation may pay Directors for their expenses directly and reasonably incurred in connection with attendance at meetings or other necessary business of the Corporation. In addition, the Directors may by resolution authorize the compensation of Directors for their services as such provided that any amount of compensation so authorized shall be just and reasonable.

Section 2.05. Meetings.

(a) The only regular meeting of the Board shall be the Annual Meeting which shall be held each year at a time and place designated by the Chairman of the Board.

(b) Special meetings of the Board may be called by any officer of the Corporation or by any two Directors.

(c) Notice of the Annual Meeting and any special meetings of the Board shall be given to each Director at least four days before any such meeting if given by first-class mail or forty-eight hours before any such meeting if given personally or by telephone, including a voice messaging system or other system or technology designed to record and communicate messages, facsimile, electronic mail, or other electronic means, and shall state the date, place, and time of the meeting. The transactions of any meeting of the Board, however called and noticed or wherever held, shall be valid as though taken at a meeting duly held after regular call and notice if a quorum is present, and if, either before or after the meeting, each of the Directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. All waivers, consents and approvals shall be filed with the corporate records or made a part of the minutes of the meeting. Notice of a meeting shall also be deemed given to any Director who attends the meeting without protesting the lack of adequate notice before the meeting or at its commencement.

(d) Directors may participate in a meeting through use of conference telephone, electronic video screen communication, or other electronic transmission (as defined in California Corporations Code sections 20 and 21). Participation in a meeting through use of conference telephone or electronic video screen communication requires that Directors participating are able to hear one another. Participation in a meeting through use of electronic communication other than conference telephone or electronic video communication requires that both of the following apply: (a) each Director participating in the meeting can communicate with all of the other Directors concurrently; and (b) each Director is provided with the means of participating in all matters before the Board, including the capacity to propose, or to interpose an objection to, a specific action to be taken by the corporation.

(e) A majority of Directors in office constitutes a quorum of the Board for the transaction of business. The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board, except as otherwise provided in Section 2.12 (removing a Director); Section 2.05(f) (taking action without a meeting); Sections 2.06(a) and 2.07(a) (appointing Executive and Transaction Committees); in approving self-dealing transactions under Corporations Code Sections 5233 and 5234; Section 4.01 (approving indemnification); and Section 7.01 (amending Bylaws), and except as otherwise provided in these Bylaws or in the California Nonprofit Public Benefit Corporation Law. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of Directors, if any action taken is approved by at least a majority of the required quorum for such meeting.

(f) Any action required or permitted to be taken by the Board may be taken without a meeting, if all of the Directors individually or collectively consent in writing to such action.

Section 2.06. Executive Committee.

(a) At each Annual Meeting, by a majority vote of the Directors then in office, the Board shall appoint from its members an Executive Committee consisting of the Chairman of the Board (who shall be the Chairman of the Executive Committee), the Vice Chairman of the Board, the Second Vice Chairman of the Board, the Chairman elect, the President, the chairs of the standing committees of the Board as they shall be from time to time, and any number of additional Directors. The Chairman of the Executive Committee may appoint a Vice Chairman of the Executive Committee who shall act in the Chairman's absence.

(b) The Executive Committee shall have all of the authority of the Board except with respect to:

- (1) The filling of vacancies on the Board or on any committee of the Board.
- (2) The fixing of compensation of Directors for serving on the Board or on any committee.
- (3) The amendment or repeal of these Bylaws or the adoption of new Bylaws.

(4) The amendment or repeal of any resolution of the Board which by its express terms is not so amendable or repealable.

(5) The appointment of committees of the Board or the members thereof.

(6) The expenditure of corporate funds to support a nominee for Director after there are more people nominated for Director than can be elected.

(7) The approval of any self-dealing transaction except as provided in paragraph (3) of subdivision (d) of Section 5233 of the California Corporations Code.

(c) Members of the Executive Committee shall serve at the pleasure of the Board until the next Annual Meeting.

(d) The Board may appoint additional members to the Executive Committee at any time by a majority vote of the Directors then in office.

(e) The Executive Committee shall meet regularly once each month at a time and place designated by the Chairman of the Executive Committee, provided that the Executive Committee need not meet during any month in which the Board meets, nor during any month for which the President and the Chairman of the Executive Committee concur that there is insufficient business to warrant a meeting.

(f) Special meetings of the Executive Committee may be called by any officer of the Corporation or by any two members of the Executive Committee.

(g) Unless the Executive Committee has fixed the time and place of a meeting, members of the Executive Committee shall be given notice at least four days before any such meeting if given by first-class mail or forty-eight hours before any such meeting if given personally or by telephone, including a voice messaging system or other system or technology designed to record and communicate messages, facsimile, electronic mail, or other electronic means, and which shall state the date, place, and time of the meeting.

(h) Executive Committee members may participate in a meeting through use of conference telephone, electronic video screen communication, or other electronic transmission (as defined in California Corporations Code sections 20 and 21). Participation in a meeting through use of conference telephone or electronic video screen communication requires that members participating are able to hear one another. Participation in a meeting through use of electronic communication other than conference telephone or electronic video communication requires that both of the following apply: (a) each member participating in the meeting can communicate with all of the other members concurrently; and (b) each member is provided with the means of participating in all matters before the committee, including the capacity to propose, or to interpose an objection to, a specific action to be taken by the corporation.

(i) A majority of the Executive Committee members in office, or three members,

whichever is less, constitutes a quorum of the Executive Committee for the transaction of business. The act of a majority of the Executive Committee members present at a meeting at which a quorum is present shall be the act of the committee, except as otherwise provided in these Bylaws or in the California Nonprofit Public Benefit Corporation Law. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of Directors, if any action taken is approved by at least a majority of the required quorum for such meeting.

(j) Any action required or permitted to be taken by the Executive Committee may be taken without a meeting, if all of the members of the Executive Committee individually or collectively consent in writing to such action.

Section 2.07. Transaction Committee.

(a) At each Annual Meeting, by a majority vote of the Directors then in office, the Board shall appoint from its members a Transaction Committee consisting of the two or more Directors. The Chairman of the Transaction Committee may appoint a Vice Chairman of the Transaction Committee who shall act in the Chairman's absence.

(b) The primary role of the Transaction Committee is to approve acquisition and disposition of property and other business matters as directed by the Board, but the Transaction Committee shall have all of the authority of the Board except with respect to:

- (1) The filling of vacancies on the Board or on any committee of the Board.
- (2) The fixing of compensation of Directors for serving on the Board or on any committee.
- (3) The amendment or repeal of these Bylaws or the adoption of new Bylaws.
- (4) The amendment or repeal of any resolution of the Board which by its express terms is not so amendable or repealable.
- (5) The appointment of committees of the Board or the members thereof.
- (6) The expenditure of corporate funds to support a nominee for Director after there are more people nominated for Director than can be elected.
- (7) The approval of any self-dealing transaction except as provided in paragraph (3) of subdivision (d) of Section 5233 of the California Corporations Code.

(c) Members of the Transaction Committee shall serve at the pleasure of the Board until the next Annual Meeting.

(d) By a majority vote of directors then in office, the Board may appoint additional members to the Transaction Committee at any time.

(e) The Transaction Committee shall meet regularly once each month at a time and place designated by the Chairman of the Transaction Committee, provided that the Transaction Committee need not meet during any month in which the Board meets, nor during any month for which the President and the Chairman of the Transaction Committee concur that there is insufficient business to warrant a meeting.

(f) Special meetings of the Transaction Committee may be called by any officer of the Corporation or by any two members of the Transaction Committee.

(g) Unless the Transaction Committee has fixed the time and place of a meeting, members of the Transaction Committee shall be given notice at least four days before any such meeting if given by first-class mail or forty-eight hours before any such meeting if given personally or by telephone, including a voice messaging system or other system or technology designed to record and communicate messages, facsimile, electronic mail, or other electronic means, and which shall state the date, place, and time of the meeting.

(h) Transaction Committee members may participate in a meeting through use of conference telephone, electronic video screen communication, or other electronic transmission (as defined in California Corporations Code sections 20 and 21). Participation in a meeting through use of conference telephone or electronic video screen communication requires that members participating are able to hear one another. Participation in a meeting through use of electronic communication other than conference telephone or electronic video communication requires that both of the following apply: (a) each member participating in the meeting can communicate with all of the other members concurrently; and (b) each member is provided with the means of participating in all matters before the committee, including the capacity to propose, or to interpose an objection to, a specific action to be taken by the corporation.

(i) A majority of the Transaction Committee members in office, or three members, whichever is less, constitutes a quorum of the Transaction Committee for the transaction of business. The act of a majority of the Transaction Committee members present at a meeting at which a quorum is present shall be the act of the committee, except as otherwise provided in these Bylaws or in the California Nonprofit Public Benefit Corporation Law. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of Directors, if any action taken is approved by at least a majority of the required quorum for such meeting

(j) Any action required or permitted to be taken by the Transaction Committee may be taken without a meeting, if all of the members of the Transaction Committee individually or collectively consent in writing to such action.

Section 2.08. Finance Committee.

(a) The Board, or the Chairman of the Board (subject to ratification by the Board at its next meeting), shall appoint a Finance Committee consisting of two or more Directors and that may include one or more members who are not Directors, provided that the number of non-Directors may not exceed one-third of the total number of committee members

(b) The Finance Committee shall oversee the investment policy of the Corporation and review and monitor the annual budget of the Corporation and advise the Board and Executive Committee on such other financial matters as it deems appropriate. The Finance Committee is an advisory committee, and shall not have the authority of the Board.

(c) Members of the Finance Committee shall serve at the pleasure of the Board until the next Annual Meeting.

(d) The Board, or the Chairman of the Board (subject to ratification by the Board at its next meeting), may appoint additional members to the Finance Committee at any time.

(e) The Chairman of the Board shall appoint the Chairman of the Finance Committee and the Finance Committee shall meet upon the call of the Chairman of the Finance Committee.

Section 2.09. Audit Committee.

(a) The Board, or the Chairman of the Board (subject to ratification by the Board at its next meeting), shall appoint an Audit Committee consisting of two or more non-interested Directors (other than the President, who may not sit on the committee) and that may include one or more members who are not Directors, provided that the number of non-Directors may not exceed one-third of the total number of committee members. Members of the Finance Committee may serve on the Audit Committee, but cannot comprise fifty percent or more of the Audit Committee. The Chair of the Audit Committee may not be member of the Finance Committee.

(b) The Audit Committee shall recommend the selection of the auditor for the Corporation's annual independent audit and oversee the Corporation's internal accounting procedures. The Audit Committee is an advisory committee, and shall not have the authority of the Board.

(c) Members of the Audit Committee shall serve at the pleasure of the Board until the next Annual Meeting.

(d) The Board, or the Chairman of the Board (subject to ratification by the Board at its next meeting), may appoint additional members to the Audit Committee at any time.

(e) The Chairman of the Board shall appoint the Chairman of the Audit Committee and the Audit Committee shall meet upon the call of the Chairman of the Audit Committee.

Section 2.10. Other Committees. In addition to the Executive Committee, Transaction Committee, Finance Committee and Audit Committee, the Board may by resolution create such other committees, each consisting of two or more Directors and which may include one or more members who are not Directors, provided that the number of non-Directors on any committee may not exceed one-third of the total number of committee members on such committee. Such committees shall be advisory committees, and shall not have the authority of the Board. The members of such other subcommittees shall be appointed by the Board or by the Chairman of the Board, subject to ratification by the Board at its next meeting, and shall serve at the pleasure of the Board, as the Board deems appropriate.

Section 2.11. Standard of Care.

(a) As specified in Section 5231 of the California Corporations Code, a Director shall perform the duties of a Director, including duties as a member of any committee of the Board upon which the Director may serve, in good faith, in a manner such Director believes to be in the best interests of the Corporation and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

(b) In performing the duties of a Director, a Director shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by:

(1) One or more officers or employees of the Corporation whom the Director believes to be reliable and competent in the matters presented;

(2) Counsel, independent accountants or other persons as to matters which the Director believes to be within such person's professional or expert competence;

(3) A committee of the Board upon which the Director does not serve, as to matters within its designated authority, which committee the Director believes to merit confidence, so long as, in any such case, the Director acts in good faith, after reasonable inquiry when the need therefore is indicated by the circumstances and without knowledge that would cause such reliance to be unwarranted.

Section 2.12. Removal of Directors. The Board may remove any Director from the Board with or without cause by a two-thirds vote of the Full Board. The Board may remove any member of any committee from such committee with or without cause by a majority of a quorum.

Section 2.13. Resignations. Except as provided in this paragraph, any Director may resign. Such resignation shall be effective on giving written notice to the Chairman of the Board, the President, the Secretary, or the Board, unless the notice specifies a later time for the resignation to become effective. If the resignation of a Director is effective at a future time, the Board may elect a successor to take office when the resignation becomes effective. No Director may resign when the Corporation would then be left without a duly elected Director or Directors in charge of its affairs.

Section 2.14. Approval of Minutes. In order to provide for a current record of corporate action, the Board may approve minutes of Executive Committee meetings and the Executive Committee may approve minutes of Board meetings.

PART III. OFFICERS

Section 3.01. Officers listed.

(a) The Corporation shall have the following officers: a Chairman of the Board; a Vice Chairman of the Board; a Chairman of the Executive Committee; a President; a Chief Financial Officer (who shall also be the Treasurer); and a Secretary.

(b) The Corporation may have the following additional officers: a Second Vice Chairman of the Board; a Chief Operating Officer (who may also have the title of Executive Vice President); such Senior Vice Presidents and Vice Presidents as may be appointed by the Executive Committee; such Assistant Treasurers as may be appointed by the Chief Financial Officer; and such Assistant Secretaries as may be appointed by the Secretary.

Section 3.02. Appointment. The Chairman of the Board, the Vice Chairman of the Board, the Second Vice Chairman of the Board, the Chairman of the Executive Committee and the President shall be appointed by the Board. All other officers except Assistant Treasurers and Assistant Secretaries shall be appointed by the Executive Committee. Any Assistant Treasurers shall be appointed by the Chief Financial Officer who shall notify the Secretary who shall insert a notice of any such appointment in the minutes of the Corporation. Assistant Secretaries shall be appointed by the Secretary who shall insert a notice of any such appointment in the minutes of the Corporation.

Section 3.03. Relation to Board and Executive Committee. The Chairman of the Board, the Vice Chairman of the Board, the Second Vice Chairman of the Board, the Chairman of the Executive Committee and the President shall be Directors. The Chief Financial Officer and the Secretary are not required to be Directors but shall attend the meetings of the Board and the Executive Committee.

Section 3.04. Term. All officers shall serve at the pleasure of their appointing power until the next annual meeting and their successor is appointed. The preceding is subject to the rights of such officers, if any, under contracts of employment. Persons may succeed themselves in office, provided that the term of office as Chairman of the Board held continuously by one person shall be limited to six (6) years, unless the term for a Chairman is extended by resolution of the Board of Directors, in which case the total term for such Chairman shall be limited to eight (8) years.

Section 3.05. Multiple Offices. Any number of offices may be held by the same person except that neither the Secretary nor the Chief Financial Officer may serve concurrently as the President or Chairman of the Board.

Section 3.06. Duties.

(a) The Chairman of the Board shall preside over meetings of the Board and shall perform such other duties as may be established by the Board or the Executive Committee, and as may be set forth in these Bylaws.

(b) The Vice Chairman of the Board shall preside over meetings of the Board in the absence of the Chairman of the Board and shall perform such other duties as may be established by the Board or the Executive Committee or delegated by the Chairman of the Board. The holder of the office of Vice Chairman of the Board shall automatically succeed to the office of Chairman of the Board if the preceding Chairman of the Board is not able to complete a term of office, in which case the Vice Chairman shall serve as Chairman of the Board for the remainder of the term or until the Board has elected another director to serve as Chairman of the Board.

(c) The Second Vice Chairman of the Board shall preside over meetings of the Board in the absence of the Chairman of the Board and the Vice Chairman of the Board and shall perform such other duties as may be established by the Board or the Executive Committee.

(d) The President shall be the general manager and chief executive officer of the Corporation and shall perform such other duties as may be established by the Board or the Executive Committee.

(e) The Chief Financial Officer shall cause to be maintained adequate and correct books and records of accounts of the properties and business transactions of the Corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, retained earnings, and other matters customarily included in financial statements. The Chief Financial Officer shall deposit all money and other valuables in the name and to the credit of the Corporation with such depositories as may be designated by the Board or Executive Committee and render to the President, Board, Executive Committee, and Finance Committee whenever they request it, an account of the Corporation's transactions and of the financial condition of the Corporation. In addition, the Chief Financial Officer shall perform such other duties as may be established by the President or the Board or the Executive Committee.

(f) The Chief Operating Officer (who may also have the title of Executive Vice President) and the Vice Presidents of the Corporation shall perform such duties as may be established by the President or the Board or the Executive Committee. In the absence of the President, the Chief Operating Officer shall have all of the authority of the President provided that a Chief Operating Officer is not required to be a Director and the Chief Operating Officer shall not be deemed to be a Director in the absence of the President.

(g) The Secretary shall cause to be maintained an adequate and correct record of the proceedings of the Board, of the Executive Committee and of the Transaction Committee and shall keep the seal of the Corporation and shall attest to various corporate documents as may be required. In addition, the Secretary shall perform such other duties as may be established by the President or the Board or the Executive Committee.

(h) Assistant Secretaries of the Corporation shall perform the duties of the Secretary in the absence of the Secretary.

Section 3.07. Resignation. Any officer may resign at any time upon written notice to the Corporation without prejudice to the rights, if any, of the corporation under any contract to which the officer is a party.

PART IV. INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES AND OTHER AGENTS.

Section 4.01. Indemnification. The Corporation shall indemnify Directors, officers, employees and other agents of the Corporation to the extent permitted by law, and specifically Section 5238 of the California Corporations Code.

Section 4.02. Insurance. The Corporation may purchase and maintain insurance on behalf of any agent of the Corporation against any liability asserted against or incurred by the agent in such capacity or arising out of the agent's status as such whether or not the Corporation would have the power to indemnify the agent against such liability.

PART V. ACQUISITION AND DISPOSITION OF REAL PROPERTY.

Section 5.01. Acquisition and Disposition of Real Property. The acquisition and disposition of any real property or interest in real property by the Corporation both for its operational requirements and pursuant to its programmatic and charitable purposes shall require the approval of the Board, the Executive Committee or the Transaction Committee, provided that this authority may be delegated by resolution of the Executive Committee or the Transaction Committee to the President and, if authorized by resolution of the Executive Committee or the Transaction Committee, the President may re-delegate this authority to employees designated by the President.

Section 5.02. Options to purchase real property. An agreement giving the Corporation an option to purchase real property in pursuance of its charitable purposes may be signed by any employee of the Corporation designated by the President. The phrase "option to purchase" as used herein means the right to purchase certain real property on specified terms which creates no obligation of the Corporation to purchase unless notice is given to the seller that the Corporation elects to exercise its right to purchase. Authorization for consideration paid for any such option shall be in conformance with the provisions of these Bylaws for the commitment of funds.

PART VI. FUNDS AND SECURITIES.

Section 6.01. Commitment of funds. The following persons and officers may authorize the expenditure of the Corporation's funds as specified:

(a) The President, the Chief Operating Officer and the Chief Financial Officer may authorize expenditures not to exceed \$100,000 per item.

(b) Vice Presidents of the Corporation may authorize expenditures not to exceed \$25,000 per item.

(c) Employees designated by either the President, the Chief Operating Officer or the Chief Financial Officer may authorize expenditures not to exceed an amount specified or \$25,000 per item, whichever is less.

(d) If delegated by the President, Division Directors or other employees approved by the President may authorize project expenditures up to \$100,000 for any project in a fiscal year.

(e) The Project Review Committee (as defined in the Standing Resolution Delegating Authority to the President and Project Review Committee adopted on March 28, 2001 by the Executive Committee of the Board of Directors, as such resolution may be amended from time to time) may authorize project expenditures up to \$1,000,000 for any project in a fiscal year.

Any expenditure in excess of \$100,000 shall be authorized by the Board, the Executive Committee or the Transaction Committee, or the Project Review Committee pursuant to subparagraph (e) above.

Section 6.02. Execution of checks, etc. Unless otherwise provided by law, every check, draft, money order, or other instrument disbursing funds or securities from any account of The Trust for Public Land shall be valid only when executed pursuant to the signature requirements of a valid account established by resolution of the Board, Executive Committee, or Transaction Committee.

Section 6.03. Voting securities. The President, the Chief Financial Officer, or any Vice President, together with the Secretary, or any Assistant Secretary, are authorized to vote, represent, and exercise on behalf of the Corporation all rights incident to any and all voting securities, if any, of any other corporation or corporations held in the name of the Corporation. The authority so granted may be exercised in person by the officers, or by any person authorized so to do by proxy or power of attorney duly executed by said officers.

Section 6.04. Powers of Attorney. When it is necessary or convenient that corporate documents be executed outside of San Francisco, the President or Chief Financial Officer, or any Vice President, together with the Secretary or any Assistant Secretary, shall be authorized to execute such powers of attorney as they deem appropriate authorizing persons to execute documents on behalf of the Corporation provided that the transactions to which said documents pertain shall be approved in accordance with these Bylaws.

Section 6.05. Compensation Review. The Board (or a committee having the full authority of the Board) shall review and approve the compensation packages (including all benefits) of the President and the Chief Financial Officer, only after determining that the compensation is just and reasonable. Such review and approval shall occur when either officer is hired, when the term of employment of either officer is renewed or extended, and when the compensation of either

officer is modified, unless the modification applies to substantially all of the employees of this corporation.

PART VII. AMENDMENT

Section 7.01. Amendment. These Bylaws may be amended only by the unanimous written consent of the Board or by a vote of a majority of the Directors in office at a regular or special meeting of the Board.

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PROJECT SUMMARY

County: Calaveras

Applicant: The Trust for Public Land

Project Title: Rodden Ranch Conservation Easement

PROJECT GOAL

The Trust for Public Land (TPL) requests funding from the Sierra Nevada Conservancy (SNC) to contribute toward the purchase of a conservation easement on the 5,868-acre Rodden Ranch in western Calaveras County, California. The conservation easement over the Rodden Ranch will protect working ranchland and valuable blue oak woodland habitat. This acquisition project will result in secured habitat connectivity, permanent protection of the multiple natural, economic, and scenic resources contained on the property, and advancement of SNC's goals.

PROJECT SCOPE

The Rodden Ranch sits along the Calaveras-Stanislaus county line, west of Copperopolis and between State Highway 4 and the Stanislaus River. The total size of the ranch is 6,198 acres; 5,868 acres are located in Calaveras County, and 330 acres are located in Stanislaus County. As SNC funds projects in Calaveras County but not Stanislaus County, the funding request that follows will be for the acquisition of a conservation easement on 5,868 acres in Calaveras County. Rodden Ranch is located in an area of Calaveras County that is undergoing rapid conversion pressure, with several golf course communities located in close proximity.

A \$1.0 million SNC grant will be matched with other state and private funds secured by TPL. The fair market value for the conservation easement on the Calaveras County portion of the ranch is \$2,793,000. Associated administrative costs are estimated to be \$50,000 and the estimated conservation easement stewardship endowment is \$65,000, making the total project cost approximately \$2,908,000. TPL has funded the cost of the appraisal, and will also cover expenses related to staff time, closing and other legal costs. Additionally, TPL also anticipates making a contribution of \$65,000 with internal funds for the conservation easement stewardship endowment.

To date, TPL has discussed funding with California Department of Fish and Game (CDFG) and Calaveras County. Both agencies recognize the timely opportunity to acquire and protect working ranchland and an intact stand of mature blue oak woodland. TPL will seek funding commitments from these sources and other public and private sources to complete the project by December 31, 2011.

LETTERS OF SUPPORT

This application includes letters of support from Calaveras County Supervisor Russ Thomas and the Mother Lode Land Trust.

SNC PROJECT DELIVERABLES AND SCHEDULE

DETAILED PROJECT DELIVERABLES	TIMELINE
1. Site appraisals	Appraisal completed with a 11/23/09 valuation date
2. Signed purchase agreement with current landowners	Draft option agreement under discussion with landowners; expected to be signed in September 2010
3. Fundraising	In progress: August 2010 – December 2011
Project Deliverable: TPL will secure a conservation easement over the 5,868-acre Rodden Ranch for long-term resource protection.	December 2011
Submission of six-month progress reports	TPL will report on landowner negotiations, fundraising, and acquisition six months after receipt of SNC grant
Submission of final report	TPL will submit a final report following the close of escrow on the acquisition of the conservation easement

SNC PROJECT COSTS

PROJECT BUDGET CATEGORIES	TOTAL SNC FUNDING
Conservation Easement acquisition grant	\$1,000,000
SNC GRANT TOTAL	\$1,000,000

** All other costs for this project, including staff services and real estate due diligence, are part of the match for this project. See Item 8: Detailed Budget Form for a comprehensive project budget*

Item 7. Evaluation Criteria

A. Project Quality and Readiness

1. General Description

The Trust for Public Land (TPL) requests \$1.0 million in funding from the Sierra Nevada Conservancy (SNC) toward the purchase of a conservation easement on the 5,868-acre Rodden Ranch in western Calaveras County, California. The property sits along the Calaveras-Stanislaus county line, west of Copperopolis and between State Highway 4 and the Stanislaus River.

The conservation easement over the Rodden Ranch will protect working ranchland and valuable blue oak woodland habitat. Several seasonal creeks run through the property and the ranch is believed to harbor threatened and endangered species such as the California tiger salamander and California red-legged frog.

Rodden Ranch is located in an area of Calaveras County that is undergoing increasing development pressure, with several golf course communities located in close proximity, including the adjacent Copper Valley Ranch (see map attached as item 26). The Copper Valley Ranch developers have expressed interest in acquiring a portion of Rodden Ranch for development.

TPL will acquire the conservation easement and has had preliminary discussions with Mother Lode Land Trust about serving as the conservation easement grantee.

2. Workplan and Schedule

TPL will acquire the conservation easement and secure a conservation easement grantee to provide long-term stewardship. It is anticipated that the project will be completed by December 31, 2011.

TPL anticipates signing an option agreement with the landowner by September 30, 2010.

A grant from SNC will contribute toward the appraised \$2,793,000 conservation easement purchase price on the Calaveras County portion of Rodden Ranch. Other potential and anticipated funding sources include funds from the Wildlife Conservation Board, Calaveras County and other public and private sources, including a bargain sale by the landowners. The anticipated completion date is December 31, 2011.

The primary factor affecting the project's timeline and completion is securing the needed funds to purchase the conservation easement. TPL is pursuing other funding sources to complete the acquisition by December 31, 2011.

3. Budget

A \$1.0 million grant from SNC will be matched with other state and private funds secured by TPL. The fair market value for the conservation easement is \$2,793,000 on the Calaveras County portion of Rodden Ranch. Associated administrative costs are estimated to be \$50,000 and the conservation easement stewardship endowment is estimated to be \$65,000, thus making the total project cost approximately \$2,908,000. TPL funded the appraisal and is also covering expenses related to staff time, closing and other legal costs.

To date, TPL has discussed funding with CDFG and Calaveras County. Both agencies recognize the unique opportunity to acquire and protect working rangeland and valuable blue oak woodland habitat. TPL will seek commitment of funding from these and other public and private sources to complete the project by December 31, 2011.

This project is a cost-effective investment because the \$1.0 million will be leveraged with significant matching funds from a diversity of sources. A conservation easement on this property provides long-term protection at minimal costs. It also builds upon other conservation easements in the vicinity, such as the 2,563-acre Orvis Ranch in Stanislaus and Calaveras County and 2,235-acre Cook Cattle Company in San Joaquin County.

4. Status of restrictions, technical documents, and agreements

a. Agreements and commitments from project partners

TPL has secured a verbal commitment from the landowner and is in the process of securing a signed agreement with the owner of the property to acquire a conservation easement over the property. TPL expects to have a signed agreement by September 30, 2010. TPL is committed to provide the significant funds and staff time needed to ensure the project's completion. In addition, TPL will secure a conservation easement grantee and has already had preliminary discussions with Mother Lode Land Trust about serving as the easement grantee.

b. Preliminary title report, terms, option to purchase with a willing seller

A current preliminary title report has not yet been obtained. However, both a review of an earlier preliminary title report and the appraisal indicates that there do not appear to be any adverse affects on the desirability or usability of this property in regard to a conservation easement. Any adverse affects for typical area agricultural properties would be mainly limited to county road and utility easements. Additionally, the subject property owner had reported to the appraiser that they own more than 51% of the mineral rights and are in the process of obtaining quit claim deeds from other family members to secure 100% of the mineral rights; this effort is still in progress but is anticipated to be completed by December 2010. As noted above, TPL and the owner of the property have agreed to the provisions of the option agreement and only need to finalize a limited number of items before the agreement is executed. TPL expects this to occur by the end of September 2010. Edwards, Lien & Toso, Inc. completed the appraisal of this site on November 23, 2009. A copy of the appraisal is included.

c. Property restrictions and/or encumbrances

According to the subject property ownership, the land is enrolled in a Land Conservation Agreement contract (a.k.a. the Williamson Act). It should be further noted that the proposed conservation easements for the subject property does not limit agricultural practices to the extent that the easement language would be in conflict with the intent of the subject Williamson Act contract(s).

B. Proposition 84 Land and Water Benefits

1. Contribution to the Proposition 84 goals of protection and restoration of rivers, lakes and streams, their watersheds and associated land, water, and other natural resources

Rodden Ranch is located in western Calaveras County, an area that is undergoing rapid conversion pressure with several golf course communities located in close proximity. The proposed conservation easement on this property will protect 5,868 acres of working rangeland and valuable blue oak woodland habitat in Calaveras County. There are several year round springs, ponds, creeks and streams on the property. These natural water systems support productive habitat for aquatic as well as terrestrial species by serving as migration corridors and a water source.

Oak woodlands are an integral part of the Calaveras County landscape. The oak covered, rolling hills are valued for their beauty and function. Oak woodlands are rich in wildlife. Oak woodlands harbor a rich diversity of native plant and wildlife species. The richness of species found in oak woodlands is due primarily to the diversity of available habitats. Numerous protected species live or migrate into Calaveras County's oak woodlands, including California tiger salamander and red-legged frog.

Wildlife habitats, particularly those of endangered and threatened species, can be severely altered when oak woodlands are impacted by development. Aquatic habitats are also degraded when development in woodlands requires the diversion of water, septic systems, and roads. It is likely that the protection of oak woodland habitats will reduce the chance that woodland species will be listed as threatened or endangered and reduce the need for regulatory action by state and federal authorities.

The Blue Oak Woodland natural community is the most abundant oak woodland in Calaveras County and presently totals about 55,000 acres in the county. These woodlands occur along the western foothills of the Sierra Nevada-Cascade Ranges, the Tehachapi Mountains, and in the eastern foothills of the Coast Range, forming a nearly continuous ring around the Central Valley. Blue oak woodlands occur in the lower foothill belt of western Calaveras County. They are usually associated with shallow, rocky, infertile, well-drained soils from a variety of parent materials. Blue oaks are well adapted to dry hilly terrain where the water table is usually unavailable. Blue oaks have an unusual tolerance of severe drought, even shedding their leaves during periods of extreme moisture stress. On steeper ground they occur in smaller patches interspersed with other habitats such as annual grasslands and

chaparral. Associated shrub species typical of blue oak woodlands in Calaveras County include poison-oak, California coffeeberry, buckbrush, California buckeye, and manzanita.

As the county's population grows, there is increasing pressure to construct homes and businesses in areas that currently support oak woodlands. The problems associated with development in woodlands, including fire safety and loss of functional wildlife habitat, are clearly demonstrated in Sierra foothill counties and other localities where woodlands have been highly fragmented by development. Developers have made inquiries to the owners of Rodden Ranch about acquiring some of their property. The direct and indirect impacts of development include fragmenting habitat, increasing light and noise, facilitating invasions of non-native species, increasing wildlife encounters, and limiting habitat management options.

This project will contribute toward the permanent protection of 5,868 acres of unfragmented foothills habitat from development.

2. Project sustainability and impacts to/from the surrounding watershed and land uses

The expanse of open space and proximity to Oakdale, the Stockton/Lodi area, Modesto and Sacramento makes the area attractive for developers. This conservation easement acquisition project is part of a larger effort to acquire and protect rangeland and habitat lands in the Sierra foothills, specifically in the lower Calaveras River watershed. A conservation easement over Rodden Ranch will help consolidate the management of habitat and resource lands that will increase effectiveness and cost savings.

This ranch provides important foraging habitat for a variety of animal species, and also features concentrations of vernal pools and other important plant communities. By protecting this property for agricultural use in perpetuity, this project will contribute to the long-term sustainability of the agricultural economy and industry of the region. It will also help protect the scenic views and natural resources of nearby protected lands. In addition, this project advances the agricultural conservation goals of the Calaveras County general plan.

In addition to the General Plan, the addition of 5,868 of protected acres will contribute toward other conservation efforts in the County. The Wildlife Land Trust in 2007 encumbered one 872-acre easement. The nearby Salt Springs Reservoir Ranch was encumbered by a CDFG conservation easement in the early 1990's. The proposed protection of Rodden Ranch will complement these previous easements.

3. Impacts of climate change in the Sierra and the rest of California

A conservation easement on Rodden Ranch will permanently protect 5,868 acres of intact habitat lands from conversion to development. Conservation of the property's oak woodlands, watershed lands, and open space will significantly advance the efforts to forestall the impacts of climate change in the Sierra and California. Further, landscape scale connectivity is critical to allow species ranges to shift in response to climate change.

C. SNC Program Goals

The proposed conservation easement over Rodden Ranch provides the following direct benefits to multiple program goals of the SNC:

Aid in the preservation of working landscapes

The proposed conservation easement over Rodden Ranch will protect working ranchland. The Rodden Ranch property has been in the Rodden Family for over 70 years. The property has historically been used for dry pastureland livestock grazing. The use of the property as pastureland is currently the most financially feasible and maximally productive use of the land.

Agriculture is an important part of the heritage and local economy for Calaveras County. As such, the general plan for the county calls for the preservation of agriculture (Calaveras County, Goal IV-1). The Calaveras County general plan notes that cattle are the leading farm commodities in the county. The general plan acknowledges population booms and the threat of development on its agricultural land resources and has made agricultural preservation a high priority.

Preservation of the property for agricultural use is consistent with other elements of the County's general plan, including retaining rural character of the area; directing development away from productive agricultural areas; and protecting and preserving wildlife habitat, water resources, and scenic qualities.

Ranches are located throughout Calaveras County and contain a broad diversity of habitats. Much of the grazing land in the county contains mature oak woodland and savanna and is managed to protect both agricultural production and wildlife habitat. With an estimated yearly production value of \$6,122,000 in 2008, ranching has consistently been the county's leading farm commodity providing 39% of the total value of agriculture production (Calaveras County Department of Agriculture and Weights and Measures 2008).

Calaveras County residents value the ranching culture, which provides much of the County's ambiance and identity. Productive ranches provide many benefits to all county residents including; wildlife habitat, open-space, recreation lands, view sheds, fire control, weed management, and watersheds that produce abundant clean water. It is vital to the conservation of oak woodlands that the County's ranching operations and the working landscapes they provide remain viable.

Protect, conserve, and restore the region's physical, cultural, archaeological, historical, and living resources

The conservation easement over Rodden Ranch will protect valuable blue oak woodland habitat. There are several seasonal creeks running through the property, and the ranches are believed to harbor threatened and endangered species such as the California tiger salamander and red-legged frog.

The California tiger salamander (*Ambystoma californiense*) is an amphibian in the family Ambystomatidae. It is a large, stocky, terrestrial salamander with a broad, rounded snout. Adult males are about 20 centimeters (8 inches) long, females a little less than 18 centimeters (7 inches). Coloration consists of white or pale yellow spots or bars on a black background on the back and sides.

This species is restricted to California and does not overlap with any other species of tiger salamander. California tiger salamanders are restricted to vernal pools and seasonal ponds, including many constructed stock ponds, in grassland and oak savannah plant communities, predominantly from sea level to 2,000 feet, in central California.

The primary cause of the decline of California tiger salamander populations is the loss and fragmentation of habitat from human activities and the encroachment of nonnative predators. Federal, State and local laws have not prevented past and ongoing losses of habitat. All of the estimated seven genetic populations of this species have been significantly reduced because of urban and agricultural development, land conversion, and other human-caused factors.

The California red-legged frog *Rana draytonii* is the largest native frog in the western United States. It is endemic (native and restricted) to California and Baja California, Mexico, at elevations ranging from sea level to approximately 5,000 feet.

Records of the California red-legged frog are known from Riverside County to Mendocino County along the Coast Range; from Calaveras County to Butte County in the Sierra Nevada; and in Baja California, Mexico. The California red-legged frog gains its name from the typically red or pink color of its posterior abdomen and hind legs.

Range wide, and even within local populations, the California red-legged frog uses a variety of areas, including aquatic, riparian, and upland habitats. They may complete their entire life cycle in a particular habitat (e.g., a pond is suitable for all life stages), or they may seek multiple habitat types depending on climatic conditions or distance between and availability of wetland and other suitably moist environments.

California red-legged frogs are currently threatened by human activities: degradation and loss of its habitat through urbanization, mining, improper management of grazing, recreation, invasion of nonnative plants, impoundments, water diversions, degraded water quality and introduced predators.

The protection of Rodden Ranch will tell an important story about the ranching heritage of Calaveras County and foster an appreciation for and understanding of the Sierra Nevada region.

Assist the regional economy through the operation of the SNC's program

The proposed conservation easement on Rodden Ranch will support the regional economy by protecting open rangeland and a working landscape. With an estimated yearly production value of \$6,122,000 in 2008, ranching has consistently been the county's leading farm commodity providing 39% of the total value of agriculture production (Calaveras County Department of Agriculture and Weights and Measures 2008).

Protect and improve water and air quality

As noted above, this property could be at risk for development if a conservation easement is not acquired on it. The construction of new roads alone has diverse direct and indirect impacts by serving as sources of pollution and altering hydrologic processes. This project will ensure that the site will not be fragmented and developed in perpetuity, thus protecting water quality from the impacts of development.

Reduce the risk of natural disasters, such as wildfires

If not acquired for conservation, this property could be at risk for development. As residential development densities increase, vegetation management emphases shifts from maintaining ecological and natural resource values to minimizing threats to life and property. Conservation of larger, unfragmented habitat not only minimizes fire threats, but also gives resource managers more flexibility and management options. Fires can burn, if necessary, without risk to human life and improved property.

D. Cooperation and Community Support

TPL is working in partnership with Calaveras County and other land conservation organizations (such as Mother Lode Land Trust) as part of this regional protection effort, including the acquisition of the conservation easement on Rodden Ranch. Letters of support are included as Item 24 of this application. In addition, TPL is consulting with other public agencies to secure additional funding.

The general plan for the county calls for the preservation of agriculture (Calaveras County, Goal IV-1). The Calaveras County general plan notes that cattle are the leading farm commodities in the county. The general plan has made agricultural preservation a high priority.

As part of the planning process, TPL consulted with private landowners, community members and other agencies in the selection of priority properties for acquisition. There is no known opposition to this project.

This project would enhance the ongoing local effort to protect and improve open rangeland in Calaveras County. The conservation easement on this property will significantly contribute to open space connectivity and corridors in western Calaveras County and will further the goals of the habitat conservation plan being developed by Calaveras County.

TPL's project, public relations, and government relations staff will communicate with media, state and local elected officials, agencies, and community partners through stakeholder meetings, participation in Sierra-focused collaborative endeavors, press releases, and private tours. TPL strives to highlight the importance of conserving working rangelands in Calaveras County and the larger Sierra Nevada region and bring resources to the area to ensure its long-term protection. Ongoing communication, both inside and outside the region, is a key element of TPL's commitment to this project and the Sierra Nevada. If the grant is awarded, TPL will include the SNC in any announcements or celebrations.

E. Project Design, Management, and Sustainability

1. Project Design and Management

The anticipated fiscal partners in this acquisition include SNC and other public and private funding sources, including CDFG and Calaveras County. TPL has already contributed significant staff and legal time towards this project and is committed to complete the acquisition.

TPL's project manager and attorney will facilitate the acquisition of the conservation easement. TPL is a nonprofit land conservation organization that conserves land for people. Since 1972, TPL has worked with willing landowners, community groups, and national, state, and local agencies to complete more than 3,000 land conservation projects in 46 states, including over 60,000 acres in the Sierra Nevada. TPL staff has worked to identify and protect threatened land and water resources in partnership with landowners, public agencies, nonprofit organizations, and the local business community.

Once acquired, TPL expects to transfer the conservation easement to Mother Lode Land Trust for ongoing management.

The acquisition of a conservation easement on Rodden Ranch will maintain these lands as working rangeland and conserve habitat. Long-term management will focus on the protection of the site's natural and agricultural resources.

The monitoring process will include the completion of the acquisition and transfer to the easement grantee. As part of the conservation easement stewardship, the easement grantee will monitor the property annually to ensure that the conservation easement restrictions are being upheld.

2. Sustainability

The acquisition of a conservation easement is consistent with the surrounding land uses. The connectivity of this site to already-protected lands helps create a "landscape level" corridor of protection to ensure the long-term environmental and economic sustainability and habitat and wildlife corridor viability of protected and private lands.

Projected growth patterns of urban sprawl eastward from the metropolitan areas of Stockton, Modesto and Sacramento to the Sierra foothills are creating pressures to convert some intact habitat lands in the region into residential and commercial development. If not acquired now, the opportunity to protect intact rangeland and habitat land on Rodden Ranch could be lost.

3. Long-term management to ensure that benefits will be achieved and maintained to protect the value of the resource

The goal of this and other conservation easement acquisitions in the east Valley oak woodland belt is to maintain habitat connectivity and protect the region's biodiversity while improving public recreational opportunities where available and contributing to the local economy. The proposed conservation easement will be stewarded to ensure that the restrictions are upheld into perpetuity.

TPL expects to transfer the conservation easement to a long-term easement steward, likely Mother Lode Land Trust. The Rodden family will continue to own and manage the property. A draft copy of the "Conservation Easement Deed" document is included in our proposal as item 19. Land Tenure.

The costs to provide perpetual stewardship and management to the conservation easement will be assumed by the conservation easement grantee. TPL will fund the stewardship endowment, estimated for purposes of this application to be \$65,000.

There are no substantial future modifications or improvements planned for this site. These properties will be maintained in their current working ranch condition to protect water quality, wildlife habitat, and scenic views.

The Rodden Ranch property is currently operated as a cattle ranch, and will continue to operate as a cattle ranch once the conservation easement is acquired. The ranch has rolling to steeper topographies with open spaces, and areas with plentiful oak trees and varying degrees of brush and rock outcroppings. The ranch has perimeter fencing, while some portions have rock fencing constructed in the 1800's by indentured Chinese immigrants. The ranch is cross-fenced for pasture/grazing management. Rodden Ranch is tenant operated, with well-regarded livestock operators holding the leases. The ranch also has a modest set of corrals, with scales.

Per the current tenants, Rodden Ranch can seasonally carry approximately 750 cow/calf pairs. A "season" is defined as being from about October /November to early to mid May, depending on rainfall and pasture management. This equates to approximately 8.50 acres per pair per the aforementioned "season", in line with the better ranches in the market area. Livestock access water from year round springs and ponds, creeks and streams. The proposed conservation easement on the property will have no discernible effect on the current rangeland uses.

Although there are several conservation easements that have been completed in Calaveras County, the number of these projects has not been extensive. Thus, any opportunity to complete a conservation easement in Calaveras County will provide a model for other ranchers to consider. Just as the owners of Rodden Ranch approached TPL following the completion of the Orvis Ranch conservation easement project, we expect other ranchers to take a closer look at completing conservation easement projects on their ranches once the Rodden Ranch project is completed.

Detailed Budget Form					
State of California - Sierra Nevada Conservancy					
APPLICANT NAME: The Trust for Public Land					
SNC REF #: n/a					
PROJECT TITLE: Rodden Ranch Conservation Easement					
PROJECT TYPE (choose one):					
<input checked="" type="checkbox"/> ACQUISITION <input type="checkbox"/> SITE IMPROVEMENT <input type="checkbox"/> RESTORATION <input type="checkbox"/> PRE PROJECT PLANNING					
SECTION ONE DIRECT COSTS	QTY	UNIT*	UNIT COST	SUBTOTAL	SNC Grant Request
This is a request for a Conservation				\$1,000,000.00	\$1,000,000.00
Easement				\$0.00	
TOTAL:				\$0.00	\$1,000,000.00
Staff/Personnel Expense - Project Related Wages/Benefits					
TOTAL:				\$0.00	\$0.00
Travel/Meeting Expense - Project Related					
TOTAL:				\$0.00	\$0.00
Contracts/Consultants - Project Related					
TOTAL:				\$0.00	\$0.00
Materials/Supplies - Project Related					
TOTAL:				\$0.00	\$0.00
Equipment Use Expenses - Project Related Rental/Insurance/Maintenance/Fuel					
TOTAL:				\$0.00	\$0.00
Equipment Leases/Purchases - Project Dependent					
TOTAL:				\$0.00	\$0.00
Fees - Appraisal/Permits/CEQA/Easement					
TOTAL:				\$0.00	\$0.00
DIRECT COSTS SUBTOTAL:				\$0.00	\$1,000,000.00
SECTION TWO INDIRECT COSTS	QTY	UNIT*	UNIT COST	SUBTOTAL	SNC Grant Request
OTHER TOTAL:				\$0.00	\$0.00
MAINTENANCE SUBTOTAL:				\$0.00	\$0.00
PROJECT TOTAL:				\$0.00	\$0.00
SECTION THREE					
Administrative Costs (Description - Not to exceed 15% of Project Total) :					
	0		\$0.00	\$0.00	
ADMINISTRATIVE TOTAL:				\$0.00	\$0.00
SNC TOTAL GRANT REQUEST:				\$0.00	\$1,000,000.00
*Unit: Enter the appropriate unit of measure (e.g., hours = hrs., months = mos., each = ea., feet = ft., miles = mi., miscellaneous = misc., package = pkg.)					
SECTION FOUR OTHER PROJECT CONTRIBUTIONS	QTY	UNIT*	UNIT COST	Contribution	Status**
List other funding or in-kind contributors to project					
TPL (conservation stewardship endowment)			\$0.00	\$65,000.00	Approved
TPL (staff/appraisal/travel/other costs)				\$50,000.00	Approved
				\$0.00	
				\$0.00	
				\$0.00	
Total Other Contributions:				\$115,000.00	

Note: Additional prospective sources for project contributions include the USDA-FRPP (US Department of Agriculture - Farm and Rangeland protection Program, the Wildlife Conservation Board and a landowner donation.

Item 10. Performance Measures

A. Performance Measures for All Categories

1. Number of People Reached

This project includes TPL and Mother Lode Land Trust as the principal stakeholders involved in this project's planning and implementation. These organizations support the mission of protecting rangeland and open space in California's foothill region.

2. Dollar Value of Resources Leveraged for the Sierra Nevada

A \$1.0 million SNC grant will be leveraged at a ratio of almost 2:1. The estimated fair market value of the conservation easement is \$2,793,000. The total estimated cost of this project is \$2,908,000, which includes both a conservation easement over the site, plus associated real estate due diligence, staff costs, and a conservation easement endowment.

3. Number and Type of Jobs Created

Not applicable. This acquisition project will not directly create new jobs.

4. Number of New, Improved or Preserved Economic Activities

The conservation easement over Rodden Ranch supports the regional economy by protecting rangelands from conversion to residential development. With an estimated yearly production value of \$6,122,000 in 2008, ranching has consistently been the county's leading farm commodity providing 39% of the total value of agriculture production (Calaveras County Department of Agriculture and Weights and Measures 2008).

C. Acquisition Only

11. Acres of Land Conserved

TPL requests SNC funding toward the purchase of a conservation easement on the 5,868-acre Rodden Ranch in far western Calaveras County, California. The conservation easement over Rodden Ranch will protect working ranchland and intact blue oak woodland habitat.

Item 11. Environmental Settings and Impacts

The 5,868-acre Rodden Ranch Property is located in far western Calaveras County, California. The property sits along the Calaveras-Stanislaus county line, west of Copperopolis and between State Highway 4 and the Stanislaus River.

The conservation easement over Rodden Ranch will protect working ranchland and valuable blue oak woodland habitat. There are several seasonal creeks running through the property, and the ranches are believed to harbor threatened and endangered species such as California tiger salamander and California red-legged frog. These natural water systems support productive habitat for aquatic as well as terrestrial species by serving as migration corridors and a water source. The ranch is located in the lower Calaveras River watershed.

Rodden Ranch is located in an area of Calaveras County that is undergoing rapid conversion pressure, with several golf course communities located in close proximity. One of these is Copper Valley Ranch, adjacent to Rodden Ranch, see map attached as item 26. The project developers have made inquiries to the owners of Rodden Ranch about acquiring some of their property. The direct and indirect impacts of development include fragmenting habitat, increasing light and noise, facilitating invasions of non-native species, increasing wildlife encounters, and limiting habitat management options.

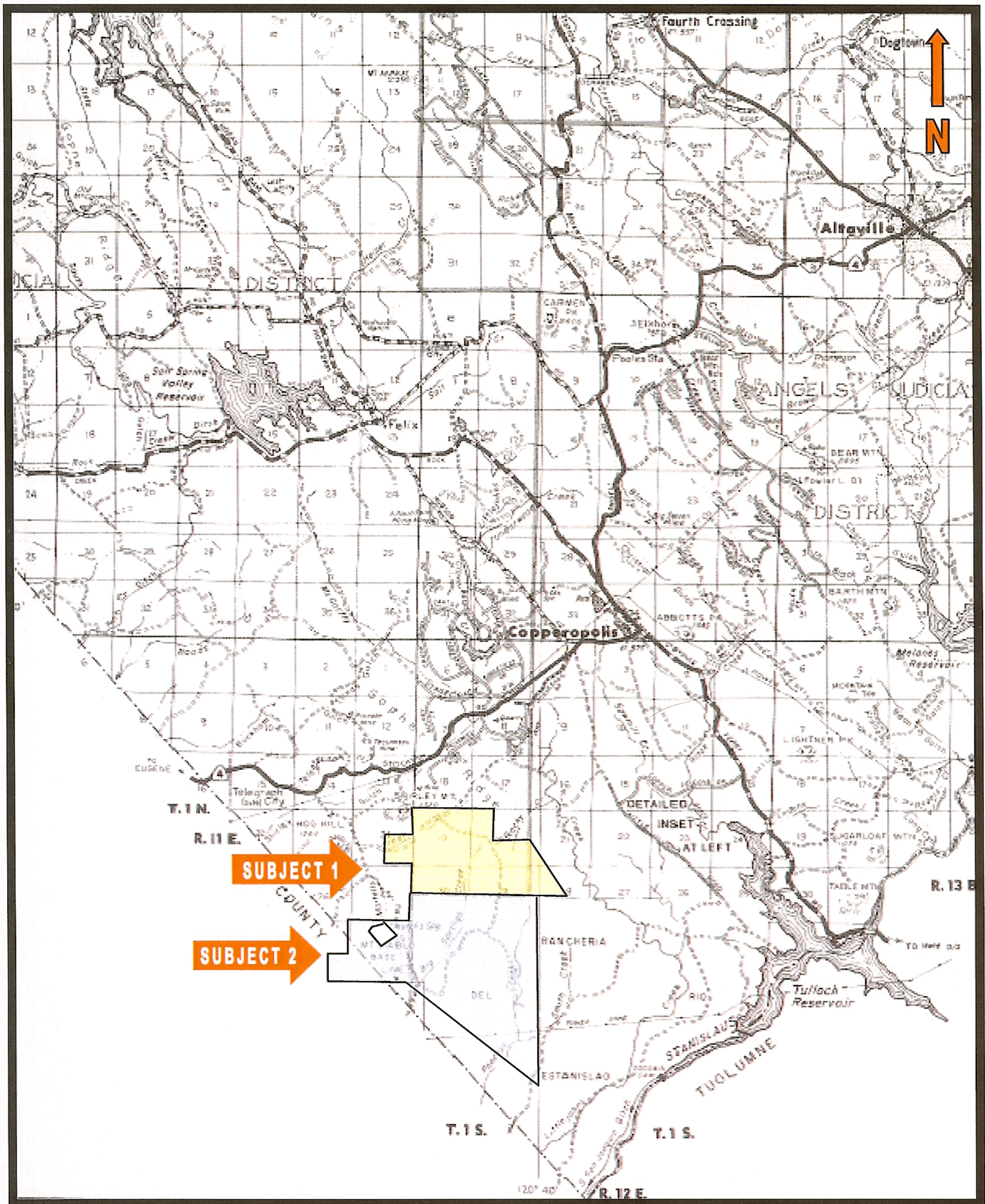
Oak woodlands harbor a rich diversity of native plant and wildlife species. The richness of species found in oak woodlands is due primarily to the diversity of available habitats. Numerous protected species live or migrate into Calaveras County's oak woodlands.

Wildlife habitats, particularly those of endangered and threatened species, can be severely altered when oak woodlands are impacted by development. Aquatic habitats are also degraded when development in woodlands requires the diversion of water, more septic systems, and roads. It is likely that the protection of oak woodland habitats will help reduce the chance that woodland species will be listed as threatened or endangered and reduce the need for regulatory action by state and federal authorities.

The Blue Oak Woodland natural community is the most abundant oak woodland in Calaveras County and presently totals about 55,000 acres. These woodlands occur along the western foothills of the Sierra Nevada-Cascade Ranges, the Tehachapi Mountains, and in the eastern foothills of the Coast Range, forming a nearly continuous ring around the Central Valley. Blue oak woodlands occur in the lower foothill belt of western Calaveras County. They are usually associated with shallow, rocky, infertile, well-drained soils from a variety of parent materials. Blue oaks are well adapted to dry hilly terrain where the water table is usually unavailable. Blue oaks have an unusual tolerance of severe drought, even shedding their leaves during periods of extreme moisture stress. On steeper ground they occur in smaller patches interspersed with other habitats such as annual grasslands and chaparral. Associated shrub species typical of blue oak woodlands in Calaveras County include poison-oak, California coffeeberry, buckbrush, California buckeye, and manzanita.

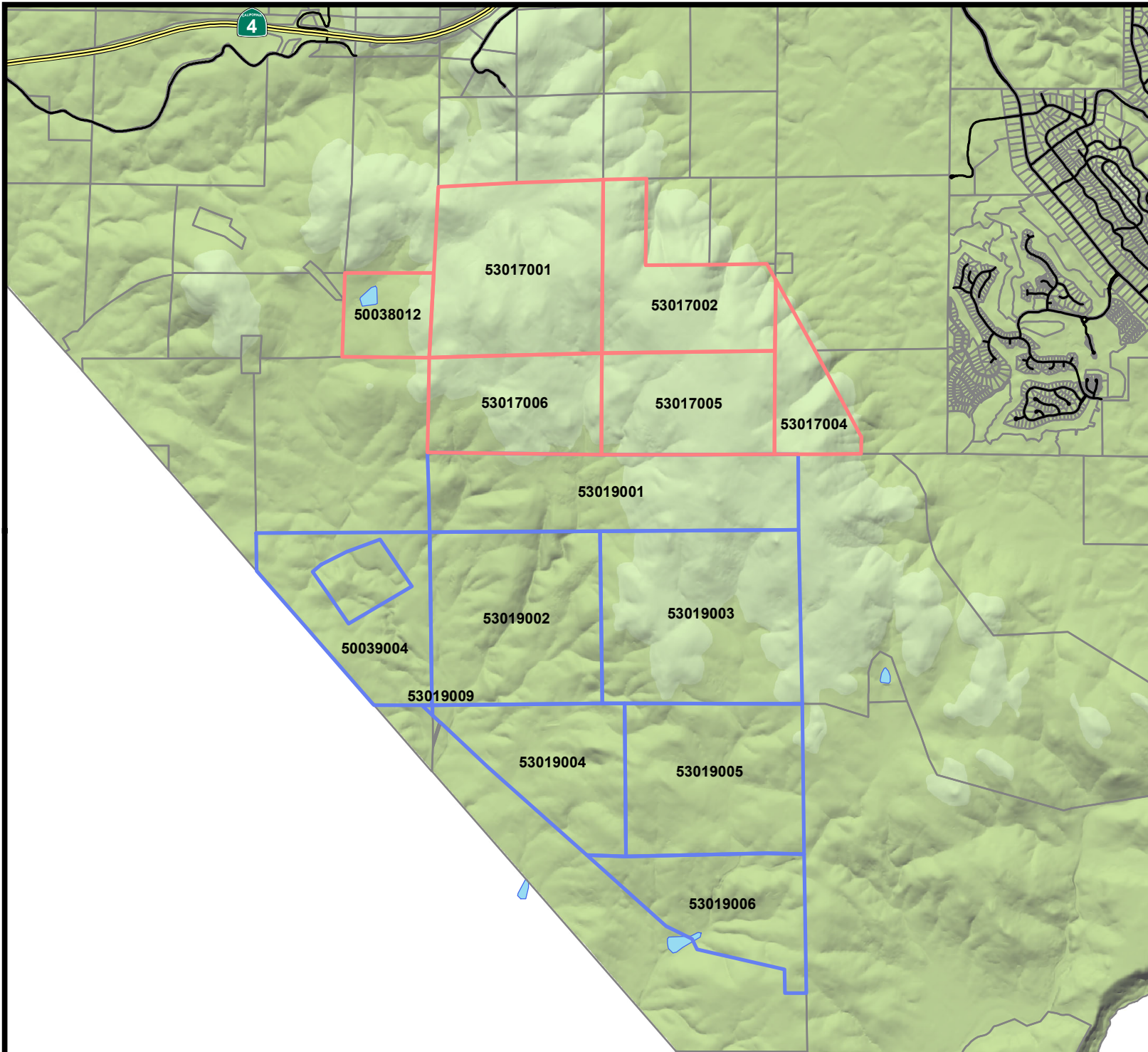
The conservation easement on Rodden Ranch will directly protect 5,868 acres from conversion to residential development, maintain a working landscape, and protect valuable foothill habitat.

LOCATION MAP










Calaveras County Planning

Rodden Ranch Properties



Legend

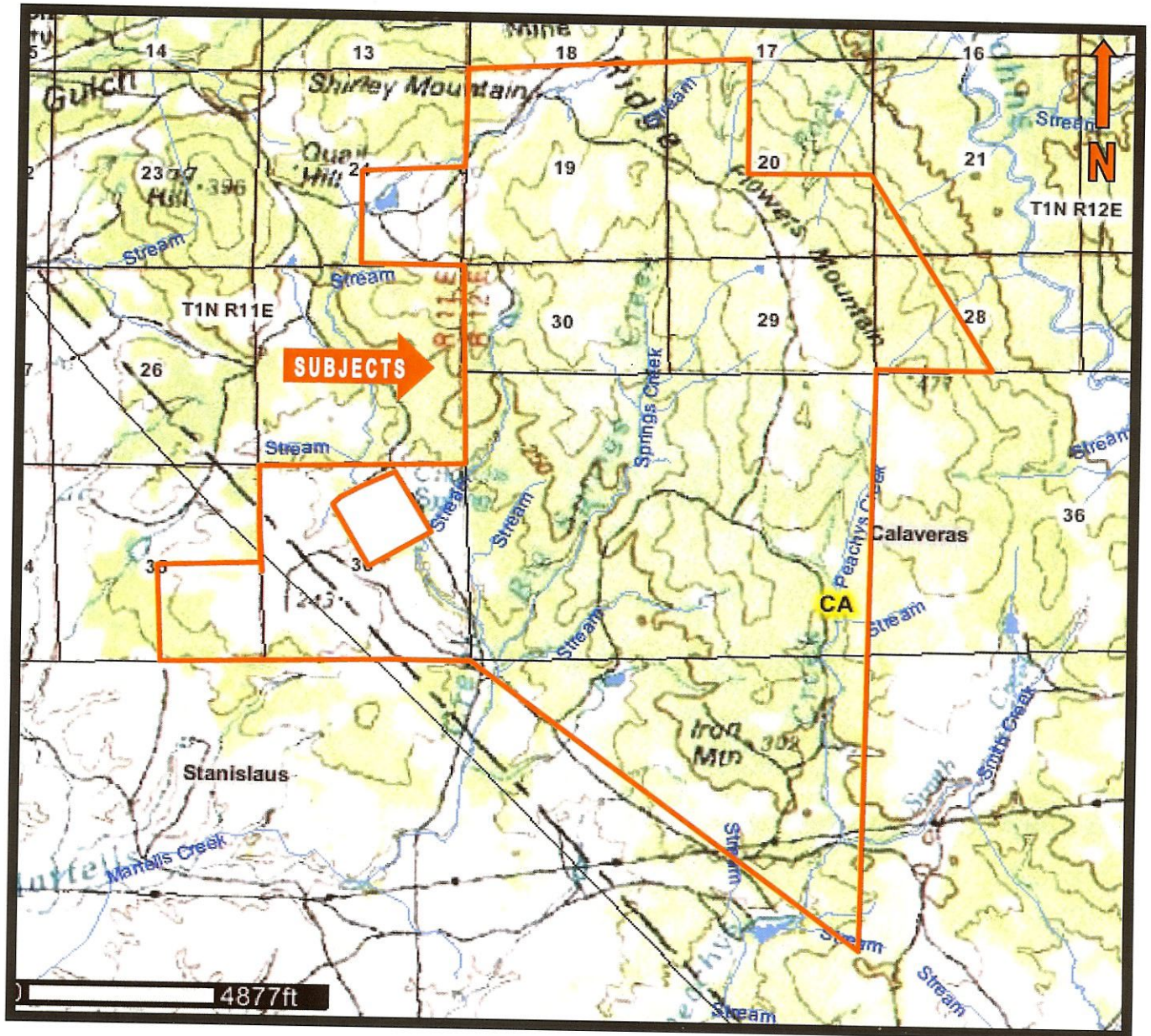
-  Tinnen Ranch Parcels
-  Schell/Grant Ranch Parcels
-  State Highways
-  Main Roads
-  Roads
-  Parcels
-  Lakes

For planning purposes only.
All feature locations are
approximate.



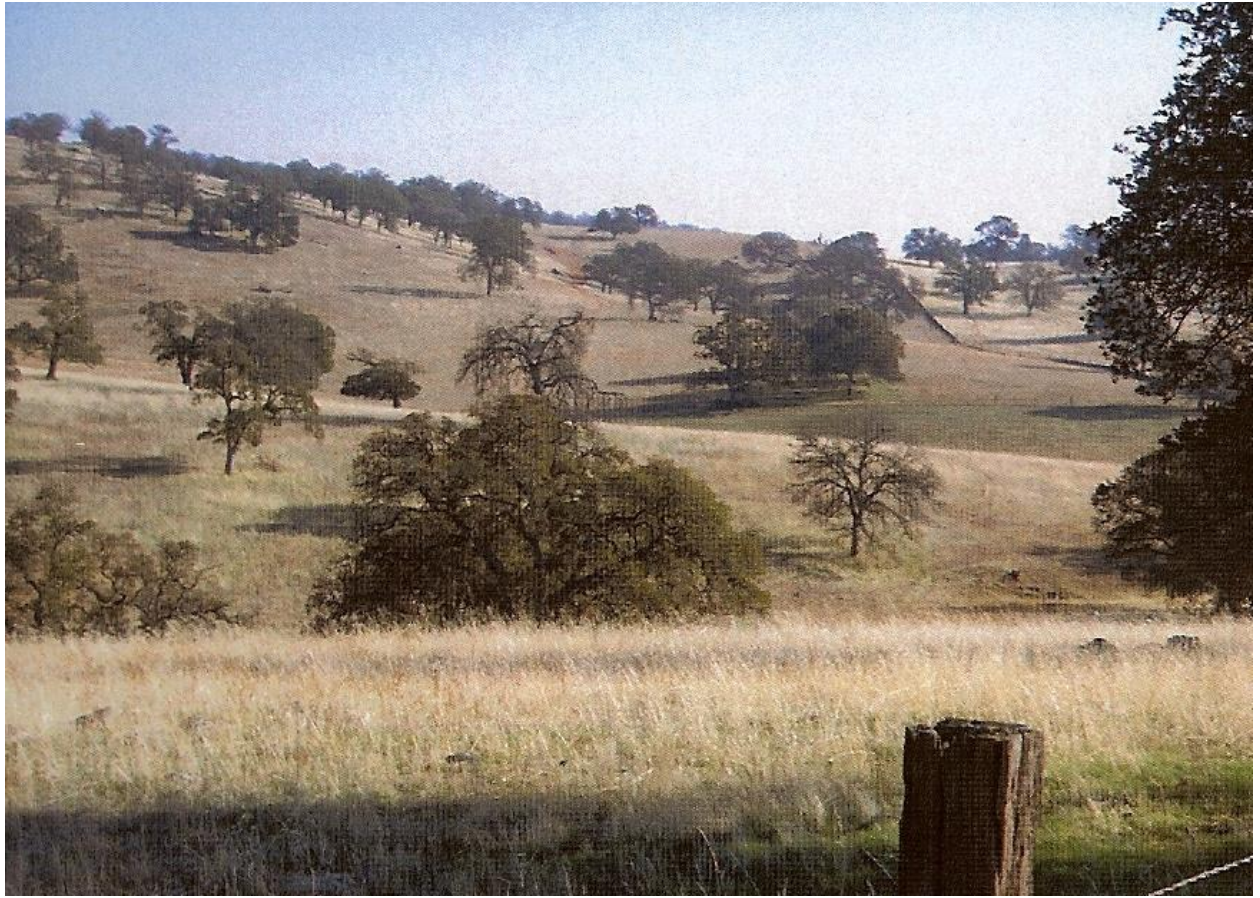
Calaveras County
Planning Department
San Andreas, California

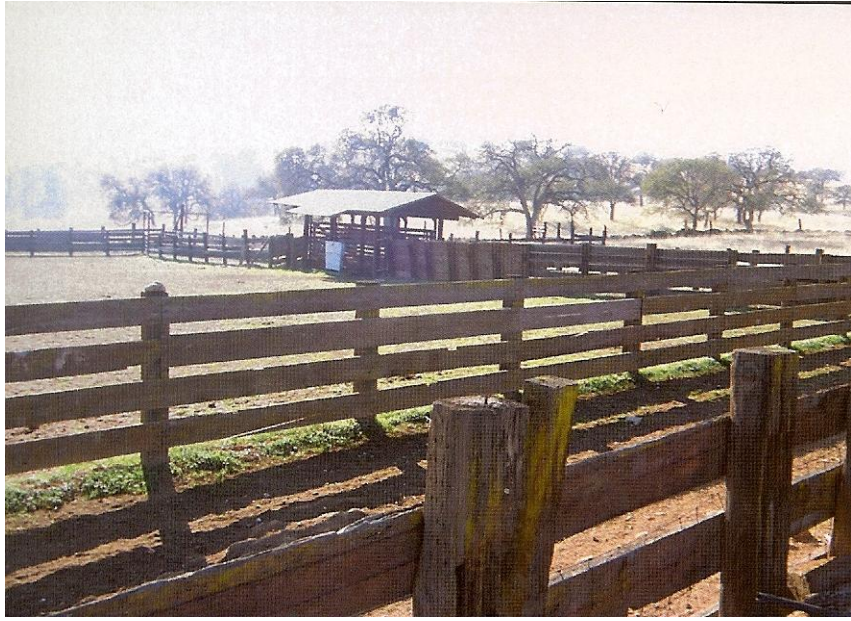
TOPOGRAPHY MAP























RODDEN RANCH ACQUISITION SCHEDULE

RODDEN RANCH ACREAGE: 5,878 acres (acreage in Calaveras County)

APNs OF PARCELS TO BE ACQUIRED: 50038012, 53017001, 53017002, 53017006, 53017005, 53017004, 53019001, 50039004, 53019002, 53019003, 53019009, 53019004, 53019005, 53019006.

ESTIMATED ACQUISITION DATE: 12/31/11

APPRAISED VALUE OF EACH PARCEL TO BE ACQUIRED: The appraisal valued the conservation easement over two components of the entire ranch property; both ranch subcomponents had a conservation easement valued at \$476/acre. Thus, it can be presumed that the conservation easement value per parcel would equal \$476 multiplied by the number of acres in the parcel. For the total Rodden Ranch request of 5,878 acres, the conservation easement value would be \$2,797,928.

There are no relocation expenses.

STEPHANIE L. RODDEN, Executrix
Estate of William E. Rodden
Post Office Box 1560
Coupeville, WA 98239

September 2, 2010

Erik Vink
The Trust for Public Land
1107 Ninth Street, Suite 1050
Sacramento, CA 95814

Dear Mr. Vink:

This letter acknowledges that the Estate of W.E. Rodden is a willing seller of a conservation easement on the Rodden Ranch property, a 5,868 acre ranch located in Calaveras County, California.

The Estate of William E. Rodden is in the process of completing an option agreement with The Trust for Public Land (TPL) regarding the sale of a conservation easement on our ranch. The purchase price of the conservation easement will not exceed the property's appraised fair market value. I understand that once purchased, the conservation easement will be transferred to a public entity or private non-profit organization for conservation purposes.

The Estate of W.E. Rodden is a willing participant in the proposed real estate transaction and understands that funds to purchase the conservation easement are being sought by The Trust for Public Land from the Sierra Nevada Conservancy's Competitive Grant Program.

Sincerely yours,

A handwritten signature in cursive script that reads "Stephanie L. Rodden". The signature is written in dark ink and is positioned above the printed name.

Stephanie L. Rodden, Executrix

Cc: Steven Pallios, Esq.
Karna Harrigfeld, Esq.

Recording requested by, and
when recorded, return to:

The Trust for Public Land
101 Montgomery Street, Suite 1100
San Francisco, CA 94104

Rodden Ranch

(Space above this line reserved for recorder's use) APN's: See Exhibit __, attached

DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT is made this ____ day of _____, 2011, by The Estate of William E. Rodden ("Landowner"), in favor of The TRUST FOR PUBLIC LAND, a nonprofit California corporation ("TPL"), for the purpose of forever conserving the agricultural productive capacity and open space character of the subject property.

WITNESSETH:

A. Landowner is the sole owner in fee simple of approximately 5,868 acres of real property in Calaveras County, California, more particularly described in Exhibit A attached hereto and incorporated by this reference (the "Property").

B. The Property consists primarily of a diverse forest of native California oaks, primarily blue oak and valley oak, and associated native shrub and tree species. This type of oak forest is one of the most biologically diverse in interior California. Blue oak and valley oak woodlands are two of the most threatened habitat types in California.

C. The Property is crossed by numerous streams and creeks, including Big Spring Creek, Peachys Creek and Smith Creek, which provides habitat for California tiger salamander and red-legged frog. The creeks also provide a reliable source of summer water for the many native species that are common on the property.

D. The Property possesses significant water resources which flow from the slope of Flowers Mountain through the Property.

E. The Property possesses valuable grazing land that supports the regional ranching economy. Grazing will help maintain the native biological diversity and reduce fire danger on the Property.

F. The Property possesses open space character, scenic panoramas, and a diversity of native wildlife.

G The grant of this Easement will also serve the following “clearly delineated federal state and local government conservation purposes,” as such term is defined in Section 170(h)(4)(A) of the Internal Revenue Code:

(1) The preservation of open space pursuant to the following clearly delineated governmental conservation policies, which will yield a significant public benefit:

(a) Section 815 of the California Civil Code, which declares that the preservation of land in its natural, scenic, agricultural, historical, forested, or open-space condition is among the most important environmental assets of California, and further declares it to be the public policy and in the public interest of this State to encourage the voluntary conveyance of conservation easements to qualified nonprofit organizations.

(b) Goal IV-1 of the Calaveras County General Plan: To preserve and encourage the use of land for agriculture purposes.

(c) Goal V-1 of the Calaveras County General Plan: To preserve and enhance the County's significant wildlife and botanical habitats.

(d) Calaveras County has supported the Williamson Act from its inception to the present day.

(e) The Calaveras County Board of Supervisors adopted Resolution No. 07-025 on February 13, 2007 to approve the Calaveras County Voluntary Oak Woodland Management Plan, and to support landowners who participate in the Oak Woodlands Conservation Program provided by the California Wildlife Conservation Board pursuant to section 1366(f) of the California Fish and Game Code.

(2) The preservation of open space for the scenic enjoyment of the general public pursuant to the following factors, which will yield a significant public benefit:

(a) The Property displays a scenic panorama that can easily be seen and enjoyed by the public along Highway 4.

H. The foothills area in which the Property is located, including the Property, is subject to increasing development pressure, with attendant fire danger, that will be lessened by the preservation of this Property.

I. While this Easement may be supplemented and its conservation value enhanced by the establishment of other conservation easements in the area, the parties to this agreement recognize that this Easement stands on its own, and does not require the creation of any other easements to provide the benefits for which the Property is being restricted.

J. The specific characteristics of the Property are further documented in an inventory of relevant features of the Property dated _____, 2011 on file at the offices of TPL and incorporated by this reference ("Baseline Documentation"), which consists of reports, maps, photographs, and other documentation that the parties agree provide, collectively, an accurate representation of the Property at the time of this grant and which is intended to serve as an objective, though nonexclusive, information baseline for monitoring compliance with the terms of this grant.

K. Landowner intends that the Conservation Values of the Property, as described in Recitals B through F above and in the Baseline Documentation will, be preserved and maintained by permitting only those land uses on the Property that do not significantly impair or interfere with them, including, without limitation, those relating to grazing, recreation and the limited homesite specified herein.

L. Landowner further intends, as owner of the Property, to convey to TPL the right to preserve and protect the Conservation Values of the Property in perpetuity. Notwithstanding the foregoing, Landowner intends that TPL's enjoyment of this Easement will be limited to the express grant herein. As provided in California Civil Code Section 815.4, all interests of Landowner, not transferred or conveyed specifically by this Grant of Easement, shall remain with Landowner (and its successors and assigns), including but not limited to the right to engage in any and all uses of the land not affected by the express language of this Easement nor prohibited thereby or by law.

M. TPL is a publicly supported, tax-exempt nonprofit organization and a qualified organization under Sections 501(c) (3) and 170(h), respectively, of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder (the "Internal Revenue Code"), whose primary purpose is the preservation, protection, or enhancement of land in its natural, scenic, forested and/or open space condition. TPL is qualified to hold conservation easements under the laws of the State of California and has the commitment and resources to enforce this Easement.

N. TPL agrees by accepting this grant to honor the intentions of Landowner stated herein and to preserve and protect in perpetuity the Conservation Values of the Property for the benefit of this generation and the generations to come.

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the law of the State of California and in particular inter alia, Sections 815-816 of the California Civil Code, Landowner hereby voluntarily grants and conveys to TPL a conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth ("Easement"), which shall be known as the Rodden Ranch.

1. **Purpose.** It is the purpose of this Easement to assure that the oak woodland, riparian corridors, water resources, and the diversity of native plants and animals supported by the Property, along with the grazing values, open space character and scenic panorama of the Property will be retained in perpetuity, and to prevent any use of the Property that will significantly impair or interfere with the Conservation Values of the Property as more particularly described in Recitals B, C, D, E and F and the Baseline Report. The oak woodland, riparian corridors, water resources, and diversity of native plants and animals supported by the Property, along with the grazing values, open space character and scenic panorama of the Property are collectively referred to herein as the Conservation Values of the Property. The Landowner intends that this Easement will confine the use of the Property to such activities, including without limitation, those involving recreation and the limited homesite use specified herein, and all other uses that are not inconsistent with the purpose of this Easement.

2. **Rights of TPL.** To accomplish the purpose of this Easement, the following rights are conveyed to TPL by this Easement:

(a) To preserve and protect the Conservation Values of the Property.

(b) To prevent any activity on, or use of, the Property that is inconsistent with the purpose of this Easement and to require the restoration of such areas or features of the Property that may be damaged by an inconsistent activity or use, pursuant to the remedies set forth in Paragraph 7.

(c) To erect and maintain a sign or other appropriate marker on the Property bearing information indicating that the Property is protected by a Conservation Easement held by TPL. The sign shall also name _____ as the funding source and display the _____ logo. The location and design of the sign shall be determined by mutual consent of Landowner and TPL. The wording of the information shall be determined by TPL, but shall clearly indicate that the Property is privately owned and not open to the public. TPL shall be responsible for the costs of erecting and maintaining such sign or marker.

(d) The right to request, with a minimum of 30-days advance written notice to Landowner, that biologists from the California Department of Fish and Game be given permission to enter upon the Property at reasonable times (to monitor or otherwise conduct research and studies regarding the ecosystem, natural communities and other habitat values of the Property. Granting permission for Fish and Game, or other research access, shall be in Landowner's discretion but it shall not be unreasonably withheld. If Landowner does grant permission for research or monitoring to be conducted on the Property, then all such activities shall be conducted in a manner that does not significantly impair or degrade the Conservation Values of the property nor impair or degrade any or all of Landowner's retained uses thereof. Such entry shall be upon prior written

reasonable notice to Landowner, and TPL shall not in any case unreasonably interfere with Landowner's authorized use and quiet enjoyment of the Property

(e) Following reasonable advance notice to Landowner of not less than thirty (30) days, TPL, its agents and representatives shall have the right to enter annually onto the Easement Area for purposes of monitoring compliance with the terms of this Conservation Easement or for conducting an audit of previous monitoring practices of TPL. Except when a problem has been identified during an annual visit, additional entry shall be permissive and therefore require notice and permission by Landowner. If the Easement Area is not accessible by public roads, Landowner hereby grants TPL adequate access to the Easement Area for the limited purposes of monitoring and enforcement of the terms of this Conservation Easement. TPL's monitoring and access activities shall not interfere with normal grazing operations on the Property or with any of the use rights retained by the Landowner.

(f) Review by WCB. Landowner acknowledges and agrees that WCB may accompany TPL during the annual monitoring visit no less than once every three calendar years for the limited purpose of assessing TPL's compliance with TPL's obligations under the WCB Grant Agreement.

3. **Prohibited Uses.** Any activity on or use of the Property by any party inconsistent with the purpose of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

(a) The legal or de facto division, subdivision or partitioning of any individual legal parcel which is a part of the Property, except as may be required by law for the uses permitted herein or in connection with the sale or other conveyance of, or construction on, the Permitted Homesites expressly permitted by paragraph 4(a). Nothing in this section shall prohibit any lot-line adjustments or consolidation/reconfiguration of parcels that currently exist or which may result from such adjustments.

(b) Additional single-family or multi-family residential uses of the Property, or any use, exercise or transfer of use rights, entitlements, or development rights that are currently, or may in the future, attach to the Property. Notwithstanding the foregoing, the construction of two (2) Permitted Homesites expressly permitted by paragraph 4(a) and/or the sale or other conveyance of the Permitted Homesites will not be considered to be a use, exercise or transfer of use rights, entitlements, or development rights for the purposes of this Easement or a violation of any terms of this Easement.

(c) Any commercial or industrial use of or activity on the Property other than those permitted under section 4 or this section 3.

(d) The placement of buildings, structures or parking lots on the Property; except for two (2) Permitted Homesites, together with related improvements, as expressly permitted by paragraph 4(a) hereof.

(e) The placement of roads, utility lines, pipelines or other improvements on the Property that would significantly impair or irretrievably diminish the Conservation Values of the Property. Notwithstanding the foregoing, roads, utility lines, pipelines, septic systems and other improvements that are customary and proper for the retained rights of the Landowners to enjoy all rights of use for their Property not expressly limited or prohibited by the grant to TPL herein, including those associated with grazing, and other incidental uses of the Property including but not limited to the single-family residences permitted by paragraph 4(a) will not be deemed to significantly impair or irretrievably diminish the Conservation Values of the Property, so long as all such roads, utility lines, pipelines, septic systems and other improvements are constructed in accordance with the requirements of paragraph 4(a).

(f) The placement of commercial signs or commercial billboards on the Property, except for residential signage, or to advertise it for sale or rent, or to post the Property to control unauthorized entry or use, temporary non-commercial signage or as permitted in Paragraph 2(c).

(g) The placement of underground fuel storage tanks on the Property, and the processing, storage, dumping, or other disposal of wastes, refuse and debris, except for non-hazardous and nontoxic materials generated by activities permitted hereby that do not significantly impair or irretrievably diminish the Conservation Values of the Property.

(h) The establishment or maintenance of any commercial feedlot or dairy. For the purposes of this Easement, a "commercial feedlot" is defined as a confined area or facility within which the land is not grazed at least annually and which is used to receive livestock that have been raised off the Property for feeding and fattening for market. The building, rebuilding or maintenance of the corrals permitted in Paragraph 4 (j) on the property shall not be considered a violation of this section.

(i) The cultivation, planting, irrigation, or harvesting of crops.

(j) The exploration for, or development and extraction of, minerals and hydrocarbons through any surface mining method of the Property or any other method.

(k) The pruning, cutting down, or other destruction or removal of live trees located outside the Permitted Homesite areas described in paragraph 4(a), except as necessary to promote the health and long term sustainability of the oak woodland and in accordance with the Rodden Ranch Oak Woodland Management

Plan (Management Plan) on file with TPL which will be reviewed and updated every five years by TPL in consultation with the Landowner. Firewood salvaged incidental to the implementation of the Management Plan may be sold off site to offset the cost of management.

(l) The building of any new roads on the property with the exception of a driveway to the Permitted Homesites (described in 4(a)) that are less than one half mile in length.

(m) Except as specifically prohibited in 3(a) through 3(l) above, nothing in this Easement Agreement is intended to limit, proscribe or reduce the rights of Landowner (its successors and assigns) to fully enjoy its Property in any and in all respects within the statutory language of California Civil Code Section 815.4 which provides that the Landowner of this Easement retains all rights not expressly granted to TPLC, herein, to preserve the Conservation Values.

4. **Reserved Rights.** Landowner reserves to itself, and to its personal representatives, heirs, successors, and assigns, all rights accruing from its ownership of the Property, including the right to engage in, or permit or invite others to engage in, all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Easement. Without limiting the generality of the foregoing, and subject to the terms of section 3 and the notice and approval requirements of section 6, the following rights are expressly reserved by Landowner:

(a) The exclusive right to construct, reconstruct, remodel, enlarge, expand, reduce, utilize and maintain no more than two (2) Permitted Homesites on the Property, for non-commercial use, together with all outbuildings, barns, corrals, utility lines, pipelines, sewer lines, septic systems, wells, connecting roads and parking areas commonly and appropriately incidental thereto. No more than three (3) contiguous acres of each homesite may be used exclusively by Landowner for non-Easement related purposes such as the construction and maintenance of the main residence, outbuildings, lawns, pools, landscaping, gardens, orchards and other residential uses.

The location of any of the two (2) Permitted Homesites will be determined by Landowner in its discretion subject to reasonable approval by TPL. When Landowner elects to locate any of the two (2) Permitted Homesites, Landowner shall notify TPL of the intended location for the Permitted Homesite. If TPL determines that the proposed location will not have an unduly adverse impact on the Conservation Values or purpose of this Easement then TPL shall consent to the proposed location. TPL's consent shall not be unreasonably withheld. When the right to build any of the two (2) Permitted Homesites is exercised, the corners of the three (3) acre site will be surveyed and a legal description will be recorded with the county referencing this Conservation Easement.

(b) The right to construct and maintain all utility connections, access roads of one half mile in length or less, pipelines and sewer lines serving each of the permitted single-family residences. Provided, however, that the supporting facilities for the residences shall be constructed in a reasonably efficient manner, (but with sensitivity to topography, erosion, run-off control and future maintenance) so as to result in the most reasonable and shortest practical length for the purpose to be served and so as to minimize the impact upon the Conservation Values of the balance of the Property.

(c) All right, title and interest in and to all tributary and non-tributary water, water rights, and related interests in, on, under or appurtenant to the Property; provided such water rights are developed in a manner consistent with the purposes of this Easement, together with the right to improve the water delivery system to the Property, as may be determined to be reasonable and necessary by Landowner. Landowner may alter the natural flow of water over the Property in order to improve drainage, reduce soil erosion, or improve the grazing potential of the Property, provided that such alteration is: (i) consistent with the Conservation Values of this Easement; (ii) subject to Landowner's compliance with all applicable notice and permitting requirements of governing National, State, and local agencies; and (iii) consented to by TPL, which consent shall not be unreasonably withheld. TPL's consent shall not be required for Landowner to proceed with any water development that has, previous to the date of this Grant, been permitted by all governmental agencies having authority or jurisdiction over the proposed development.

(d) Landowner retains the right to drill wells or develop springs and install the associated pumps, piping, tanks, troughs and solar or other power systems necessary to provide water for livestock (the "Water Systems") provided that (i) Landowner notifies TPL of its intent to locate the Water Systems, piping, tanks, troughs and solar systems, (ii) TPL consents to such location, which consent shall not be unreasonably withheld, (iii) such location shall not be within one hundred (100) feet of any of the creeks located on the property, and (iv) such location shall not have an adverse impact on the Conservation Values or purpose of this Easement.

(e) All rights to use and lease the Property for grazing; provided that any such grazing is undertaken in accordance with a grazing management plan prepared and updated by Landowner every five (5) years in consultation with TPL (the "Grazing Plan"). The Grazing Plan shall provide for the use of good grazing management practices, and be designed so as to protect the Conservation Values of the Property, its soil stability and water quality. Landowner shall provide the Grazing Plan to TPL for TPL's prompt review and consent. TPL's consent shall not be unreasonably withheld.

(f) All rights to engage in, and permit others to engage in, all passive recreational uses of the Property such as hay rides, trail rides, camping, hunting,

picnics, outings and any and all such outdoor activities normally and customarily conducted by owners of property in such foothill settings that do not significantly impair or irretrievably diminish the Conservation Values of the Property.

(g) All rights to repair and replace existing fences on the Property, as well as construct new fences for the reasonable and customary management of livestock and wildlife, and the reasonable and customary security and privacy of any single-family residences and other improvements on and uses of the Property.

(h) All rights to construct (after notice to TPL) and maintain roads on the Property that may be reasonably necessary and incidental to carrying out the improvements and uses permitted on the Property. Other than roads used for access to any Permitted Homesites, no portion of the Property shall be paved or otherwise covered with concrete, asphalt, or other impervious paving material, unless such measures are required by air quality laws or regulations applicable to the Property. No notice to TPL is contemplated for maintenance of any roads.

(i) Subject to paragraph 3(h) above, all rights to implement a sustainable cattle operation on the Property in accordance with the Rodden Ranch Grazing Plan (Grazing Plan) on file with TPL which will be reviewed and updated every five years by TPL in consultation with the Landowner.

(j) The right to reconstruct the existing corrals and to construct or reconstruct two (2) additional corrals and associated structures on the Property necessary for a grazing operation provided that (A) Landowner notifies TPL of its intent to locate each of the permitted corrals (Corral Area), (B) TPL consents to such location, which consent shall not be unreasonably withheld, (C) such location shall not be within one hundred (100) feet of any of the creeks located on the property, and (D) such location shall not have an adverse impact on the conservation values or purpose of this Easement. Each Corral Area, including all associated structures, shall not exceed five (5) contiguous acres.

(k) All rights, including without limitation the right to sell or otherwise transfer, pertaining to carbon sequestration credits, incentives, or similar rights, that may now or hereafter accrue or be applicable, appurtenant, or credited to the Property.

(l) Any and all other rights to the full, free and unrestricted use of and access to its Property of any kind and nature, in keeping with California Civil Codes Section 815.4, are reserved to Landowner (including all rights and incidents of land use and land ownership) except as expressly granted to TPL herein and expressly set forth in Section 2 hereof or expressly prohibited by Section 3. All other incidents of ownership and use reside in Landowner.

5. Development Rights; Perpetual Nature of Easement; Williamson Act.

5.1 **Extinguishment of Development Rights.** Except with respect to the retained rights under paragraph 4 or as otherwise reserved by Landowner in this Easement, all development rights appurtenant to the Property are hereby released, terminated and extinguished, and may not be used on or transferred to any portion of the Property as it now or hereafter may be bounded or described.

5.2 **Perpetuation of Easement.** This Easement shall be of perpetual duration, pursuant to Civil Code Section 815.1. No merger of title, estate or interest shall be deemed effected by any previous, contemporaneous, or subsequent deed, grant, or assignment of an interest or estate in the Property, or any portion thereof, to TPL, or TPL's successors or assignees, it being the express intent of the parties hereto that this Easement not be extinguished by, or merged into, any other interest or estate in the Property now or hereafter held by TPL or TPL's successors or assignees. Should TPL ever cease to qualify as a Tax-Exempt Nonprofit Organization under Section 501(c)(3) and under Section 170 of the Internal Revenue Code (or their successor statutes and regulations) as required by California Civil Code Section 815.3(a) then the legal and beneficial ownership of this Easement shall immediately and automatically transfer to the successor easement holders as set out in paragraph 12 below.

5.3 **Williamson Act.** Landowner covenants and agrees not to take or fail to take any actions that would cause the Property's **Williamson Act** designation to terminate, expire, lapse, or otherwise be cancelled as long as the Williamson Act remains in force in Calaveras County.

6. **Notice and Approval Requirements.**

6.1 **Notice of Intention to Undertake Certain Permitted Actions.** Landowner agrees to notify TPL prior to undertaking any activity that may have an adverse impact on the Conservation Values of the Property, except where such discretion is retained by Landowner, and specifically prior to undertaking any activities permitted by paragraphs 4(a), 4(c), 4(d), and 4(h), and prior to preparing a Grazing Plan under paragraph 4(e). The purpose of this notice requirement is to afford TPL an opportunity to ensure that the activities in question are designed and carried out in a manner consistent with the purpose of this Easement. Whenever notice is required Landowner shall notify TPL in writing not less than thirty (30) days prior to the date Landowner intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit TPL to make an informed judgment as to its consistency with the purpose of this Easement.

6.2 **TPL's Approval.** Where TPL's approval is required, as set forth in paragraphs 4(a), 4(c), 4(d), and 4(h), TPL shall grant or withhold its approval in writing within thirty (30) days of receipt of Landowner's written request therefore. TPL's approval may be withheld only upon a reasonable determination by TPL that the action as proposed would be inconsistent with the purpose of this Easement. If TPL does not approve any requested action, TPL's response shall provide the rationale for the disapproval and may suggest modifications to

the proposal that will meet with TPL's approval. Landowner shall be entitled to resubmit a revised proposal at any time.

7. TPL's Remedies.

7.1 Notice of Violation; Corrective Action. If TPL determines that a violation of the terms of this Easement has occurred or is threatened, TPL shall give written notice to Landowner of such violation or concern and request ameliorative or and corrective action sufficient to cure the violation or address the concern. If the violation involves injury to the Property resulting from any use or activity inconsistent with the purpose of this Easement, then the notice will request that Landowner restore the injured portion of the Property to its prior condition in accordance with a plan approved by TPL.

7.2 Injunctive Relief. If Landowner fails to cure the alleged violation within thirty (30) days after receipt of notice thereof from TPL, or under circumstances where the alleged violation cannot reasonably be cured within a thirty (30) day period, fails to begin curing such alleged violation within the thirty (30) day period, or fails to continue diligently to cure such alleged violation until finally cured, TPL may bring an action at law or in equity in a court of competent jurisdiction to enjoin the alleged violation by temporary injunction, and thereafter pursue mediation and/or arbitration under paragraph 7.9 below in order to require the restoration of the Property to the condition that existed prior to any such injury.

7.3 Emergency Enforcement. Notwithstanding the foregoing notice requirements, if TPL, in its sole and reasonable discretion determines that an on-going or threatened violation of the terms of this Easement could irreversibly diminish or impair the Conservation Values of the Property, TPL may immediately bring an action to enjoin the violation through temporary injunction.

7.4 Damages. TPL shall be entitled to recover damages against any culpable person for violation of the terms of this Easement or injury to any Conservation Values protected by this Easement, including, without limitation, damages for the loss of scenic, aesthetic, or Conservation Values as defined herein. Without limiting Landowner's liability therefor, TPL, shall be required to utilize any and all damages recovered (over and above out of pocket costs to TPL to investigate and pursue the violation) for funding any corrective action on the Property which were the basis of the damage recovery. The requirement to invest any damage recovery in improvement of the Property shall not apply to any exemplary or punitive damages awarded. TPL may utilize any such awards for any purpose in its sole discretion.

7.5 Scope of Relief. TPL's rights under this section 7 apply equally in the event of either actual or threatened violations of the terms of this Easement. Landowner agrees that TPL's remedies at law for any violation of the terms of this Easement are inadequate and that TPL shall be entitled to the injunctive relief described in Paragraph 7.2, both prohibitive and mandatory, in addition to such other relief to which TPL may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. TPL's remedies described in

this Section 7 shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

7.6 Third Party Actions. Landowner shall not be responsible for independent third parties who violate TPL's rights under this Easement or damage the Conservation Values unless TPL proves that the third parties acted either as agents of, or with permission from, the Landowner, or any of them. TPL shall not be responsible for independent third parties who violate Landowner's property rights or damage the Property unless Landowner proves that such third parties acted as agents of, or with permission from, the TPL.

7.6 Costs of Enforcement. In the event of any action between Landowner and TPL seeking enforcement of any of the terms and conditions of this Easement, or in connection with the Property, the prevailing party in such action shall be awarded, in addition to damages, injunctive or other relief, its reasonable costs and expenses, including but not limited to costs and reasonable attorneys' fees incurred both at and in preparation for mediation, arbitration, or trial and any appeal or review thereof, and in the event TPL is the prevailing party in such action, any costs of restoration necessitated by Landowner's violation of the terms of this Easement.

7.7 Forbearance. Forbearance by TPL to exercise its rights under this Easement in the event of any breach of any term of this Easement by Landowner shall not be deemed or construed to be a waiver by TPL of such term or of any subsequent breach of the same or any other term of this Easement or of any of TPL's rights under this Easement. No delay or omission by TPL in the exercise of any right or remedy upon any breach by Landowner shall impair such right or remedy or be construed as a waiver.

7.8 Acts Beyond Landowner's Control. Nothing contained in this Easement shall be construed to entitle TPL to bring any action against Landowner for any injury to or change in the Property resulting from causes beyond Landowner's control, including, without limitation, fire, flood, storm, earth movement, and acts of trespassers or third parties that Landowner could not reasonably have anticipated or prevented, or from any prudent action taken by Landowner under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

7.9 Mediation/Arbitration. In the event of any dispute or disagreement regarding this Easement, or the obligations of the parties under this Easement, or the interpretation of any portion of this Easement, the parties agree that such matters shall be determined by mediation and/or arbitration held in Calaveras County, California in accordance with the following procedure, and not by litigation. The parties shall first attempt to agree upon a resolution. If they are unable to do so, then either party may give notice to the other of the party's election to submit the matter to mandatory and confidential mediation of no less than 8 hours under the mediation procedures of the American Arbitration Association, who shall appoint the mediator if the parties cannot agree. Each party shall bear their own costs of mediation and shall pay 50% of the mediator's fees and costs.

If the parties are not successful in resolving the matter through mediation within 45 days of a party's request for mediation, then the parties agree that such dispute will be settled by arbitration in accordance with the provisions of California Code of Civil Procedure Sections 1280 through 1294.2. Within fifteen (15) days after the termination of mediation the parties shall agree on a single arbitrator to hear the dispute. The arbitrator shall be an attorney with expertise in the subject matter at issue. If the parties cannot timely agree on a single arbitrator, then the arbitrator shall be selected by the Presiding Judge of the Calaveras County Superior Court. The arbitrator shall hear the dispute, and the decision of the arbitrator shall be final, binding and conclusive upon all parties and may be entered as a judgment in any court of competent jurisdiction. Each party shall pay 50% of the costs of such arbitration. The arbitrator shall have the right to award to the prevailing party in the dispute all reasonable fees, costs and expenses of enforcing any right of the prevailing party, including without limitation, reasonable attorney and expert witness fees and expenses incurred in connection with the dispute. The parties agree that all facts and other information relating to any arbitration shall be kept confidential to the full extent permitted by law. All awards shall be in writing and shall state the reasoning on which the award rests, including the findings of fact and conclusions of law. The statute of limitations of the State of California applicable to the commencement of a lawsuit shall apply to the commencement of arbitration hereunder, except that no defenses shall be available based upon the passage of time during any negotiation or mediation called for by the preceding portions of this paragraph. In the event a party fails to proceed with arbitration, unsuccessfully challenges the award or fails to comply with the arbitrator's award, the other party is entitled to costs of suit including reasonable attorney and expert fees and costs for having to compel arbitration or defend or enforce the award. Venue for such actions shall lie in the State of California courts.

Nothing set forth in this paragraph shall be deemed to restrict TPL's right to first pursue temporary injunctive relief under paragraphs 7.2 and 7.3 prior to initiating mediation.

7.10 WCB Notice of Default; Corrective Action. If WCB determines that TPL has defaulted on its responsibilities in monitoring the Easement and addressing a violation, WCB shall give written notice to TPL of such default. Not later than fourteen (14) days after the delivery of such written notice, the parties, including Landowner, shall meet to discuss the circumstances of the default and to attempt to agree on appropriate corrective action. If the parties are unable to agree on corrective action, WCB shall deliver a further written notice to TPL to demand corrective action sufficient to cure the default resulting from any failure to monitor and address a violation of the Conservation Easement. If TPL fails to complete such corrective action, within ninety (90) days from the date the written notice is received, WCB may require that TPL convey its interests in the Conservation Easement to the successor easement holder specified in Paragraph 12, below. The transfer shall be to the first successor easement holder named, however, if any named successor shall not then be an entity or organization authorized by California law to acquire and hold conservation easements that is willing and financially able to assume all of the obligations and responsibilities of the former easement holder then the legal and beneficial ownership of TPL shall be transferred to the next named successor. The parties agree that WCB is not a party to, nor an intended third party beneficiary to this Easement. This paragraph does not give WCB any direct rights against the Landowner or any rights to the Easement or any of its provisions.

7.11 **Standard of Review.** The parties agree that the standard of review to be applied in any court action or arbitration of any dispute concerning the terms of this Easement shall be as set forth in this paragraph. The parties acknowledge that, as provided in this Easement and set forth in Section 815.4 of the California Civil Code that all of Landowner's interests as owner of the Property, that are not transferred, conveyed or restricted by the grant of this Easement shall remain in the Landowner, including the right to engage in all uses of the land not affected by this Easement no prohibited by this Easement or by law. The parties agree that the grant of rights and restrictions in this Easement shall be limited to the intent of parties as specifically set forth in this Easement and the supporting documentation.

8. **Access.** Except for the limited rights granted to TPL, no right of physical access by the general public to any portion of the Property is conveyed by this Easement. TPL shall not have the right to grant access to the Property to any party without the express consent of Landowner.

9. **Costs, Liabilities, Taxes, and Environmental Compliance.**

9.1 **Costs, Legal Requirements, and Liabilities.** Landowner retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property including the maintenance of adequate liability insurance coverage. Landowner remains solely responsible for obtaining any applicable governmental permits and approvals for any construction or other activity or use permitted by this Easement, and all such construction or other activity or use shall be undertaken in accordance with all applicable federal, state, and local laws, regulations, and requirements. TPL has the sole responsibility for the costs and expenses of carrying out TPL's obligation to monitor compliance with this Easement and to exercise any of TPL's rights under Section 2, above. To the extent that TPL has any insurable interest in this Easement, TPL shall, in its sole discretion, determine whether to carry insurance for that interest.

9.2 **Taxes.** Landowner shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of, this Easement, and shall furnish TPL with satisfactory evidence of payment upon request. If TPL is separately taxed upon any Easement rights held by TPL pursuant to this Easement, TPL shall be solely responsible for those taxes.

9.3.1 **Representations and Warranties.** Landowner represents and warrants to the best of its actual knowledge that:

(a) No substance defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment exists or has been released, generated, treated, stored, used, disposed of, deposited, abandoned, or transported in, on, from, or across the Property;

(b) There are not now any underground storage tanks located on the Property, whether presently in service or closed, abandoned, or decommissioned, and no underground storage tanks have been removed from the Property in a manner not in compliance with applicable federal, state, and local laws, regulations, and requirements;

(c) There is no pending or threatened litigation in any way affecting, involving, or relating to the Property; and

(d) No civil or criminal proceedings or investigations have been instigated at any time or are now pending, and no notices, claims, demands, or orders have been received, arising out of any violation or alleged violation of, or failure to comply with, any federal, state, or local law, regulation, or requirement applicable to the Property or its use, nor do there exist any facts or circumstances that Landowner might reasonably expect to form the basis for any such proceedings, investigations, notices, claims, demands, or orders.

As used herein, “actual knowledge” means the actual knowledge of the current general partners of Landowner, without inquiry, as of the date of execution of this Easement.

9.3.2. Representations and Warranties. TPL represents and warrants to the best of its actual knowledge that:

(a) No substance defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment exists or has been released, generated, treated, stored, used, disposed of, deposited, abandoned, or transported in, on, from, or across the Property;

(b) There are not now any underground storage tanks located on the Property, whether presently in service or closed, abandoned, or decommissioned, and no underground storage tanks have been removed from the Property in a manner not in compliance with applicable federal, state, and local laws, regulations, and requirements;

(c) There is no pending or threatened litigation in any way affecting, involving, or relating to the right or ability of the TPL to accept this Easement, and that there is no challenge to its corporate existence; and

(d) That it is and will remain a 501(c)(3) organization as provided for under that section of the Internal Revenue Code, that it has taken all steps to duly incorporate, that it has and will continue to maintain its corporate status, conduct all of its required, shareholder and director meetings, keep minutes and assiduously maintain its status as a Tax-Exempt Nonprofit Corporation as

required by California Civil Code section 815.3. No civil or criminal proceedings or investigations have been instigated at any time or are now pending, and no notices, claims, demands, or orders have been received, arising out of any violation or alleged violation of, or failure to comply with, any federal, state, or local law, regulation, or requirement applicable to the TPL or its status nor do there exist any facts or circumstances that TPL or any of its officers or directors might reasonably expect to form the basis for any such proceedings, investigations, notices, claims, demands, or orders that could result in its loss of such tax-exempt status.

As used herein, “actual knowledge” means the actual knowledge of the current officers and directors of TPL, without inquiry, as of the date of execution of this Easement. Landowner, acknowledges in reference to TPL’s representations (a) and (b) above that TPL has never been in title or possession of the Property, has viewed the Property only on limited occasions and has not either been afforded, or taken the opportunity to examine the Property for any contamination, underground tanks or other defects and is relying almost entirely upon Landowner for information concerning the Property.

9.4. **Remediation.** If, at any time, there occurs, or has occurred, a release in, on, or about the Property of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, Landowner agrees to take all steps that applicable laws and regulations require Landowner to take to assure its containment and remediation, including any cleanup that may be required, unless the release was caused by TPL or its agents, in which case TPL shall be responsible therefor.

9.5. **Control.** Nothing in this Easement shall be construed as giving rise, in the absence of a judicial decree, to any right or ability in TPL to exercise physical or managerial control over the day-to-day operations of the Property, or any of Landowner’s activities on the Property, or otherwise to become an operator with respect to the Property within the meaning of The Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (“CERCLA”), and the California Environmental Quality Act, as amended (“CEQA”) While the parties do not anticipate that either the conveyance or subsequent monitoring of this Easement shall require any environmental review or documentation pursuant to CEQA, the parties agree that if CEQA becomes applicable, TPL shall prepare the environmental review subject to Landowner’s reasonable review and approval.

9.6.1. **Hold Harmless.** Landowner hereby releases and agrees to hold harmless, indemnify, and defend TPL and its members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively “Indemnified Parties”) from and against any and all liabilities, penalties, fines, charges, costs, losses, damages, expenses, causes of action, claims, demands, orders, judgments, or administrative actions, including, without limitation, reasonable attorneys’ fees, arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any

property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, except to the extent caused by the negligence or misconduct of any of the Indemnified Parties; (2) the violation or alleged violation, or other failure to comply with, any state, federal, or local law, regulation, or requirement, including, without limitation, State and Federal Endangered Species Acts, CERCLA and CEQA (except as described in Paragraph 9.5 above) by any person other than any of the Indemnified Parties, in any way affecting, involving, or relating to the Property; (3) the presence of release in, on, from, or about the Property, at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, except to the extent caused by any of the Indemnified Parties; and (4) Landowner's breach of any of its obligations, covenants, representations, and warranties under paragraph 9.3.1.

9.6.2. Hold Harmless. TPL hereby releases and agrees to hold harmless, indemnify, and defend Landowner and its partners and the heirs, personal representatives, successors, and assigns of each of them (collectively "Indemnified Parties") from and against any and all liabilities, penalties, fines, charges, costs, losses, damages, expenses, causes of action, claims, demands, orders, judgments, or administrative actions, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with any of the following that are directly caused by the TPL or its agents or invitees on the Property: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, except to the extent caused by the negligence or misconduct of any of the Indemnified Parties; (2) the violation or alleged violation, or other failure to comply with, any state, federal, or local law, regulation, or requirement, including, without limitation, State and Federal Endangered Species Acts, CERCLA and CEQA except to the extent caused by any of the Indemnified Parties, in any way affecting, involving, or relating to the Property; (3) the presence of release in, on, from, or about the Property, at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, except to the extent caused by any of the Indemnified Parties; and (4) TPL's breach of any of its obligations, covenants, representations, and warranties under paragraph 9.3.2. Landowner specifically acknowledges and agrees, however, that the transfer of the ownership of this Easement to a successor holder under the terms of paragraph ---shall be the sole remedy for any breach of TPL's covenant to remain as a Tax Exempt Entity under 9.3.2(d)

10. Extinguishment and Condemnation.

10.1. Extinguishment. If circumstances arise in the future that render the purpose of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. The amount of the proceeds to which TPL shall be entitled, after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the

Property subsequent to such termination or extinguishment, shall be the stipulated fair market value of the Easement, or proportionate part thereof, as determined in accordance with paragraph 10.2.

10.2. **Valuation.** The easement constitutes a real property interest immediately vested to TPL. For the purpose of Paragraph 10.1 herein, Extinguishment, the parties stipulate that this easement has a fair market value determined by multiplying (a) the fair market value of the Property unencumbered by the easement (minus any increase in value attributable to improvements made after the date of this Conservation Easement) by (b) the ratio of the value of the Conservation Easement to the value of the property, unencumbered by the easement; provided, that Landowner and TPL agree that such ratio shall not be less than ____:1, which is the ratio determined by an appraisal approved by the Parties as of the time of the granting of this Conservation Easement.

10.3. **Condemnation.** If all or any part of the Property is taken by exercise of the power of eminent domain or acquired by purchase in lieu of condemnation, whether by public, corporate, or other authority, so as to terminate this Easement, in whole or in part, Landowner and TPL shall act jointly to recover the full value of the interests in the Property subject to the taking or in lieu purchase and all direct or incidental damages resulting therefrom. All expenses reasonably incurred by Landowner and TPL in connection with the taking or in lieu purchase shall be paid out of their respective amounts recovered. TPL's share of the balance of the amount recovered shall be determined by multiplying that balance by the ratio set forth in paragraph 10.2.

10.4. **Application of Proceeds.** TPL shall use any proceeds received under the circumstances described in this section 10 in a manner consistent with the conservation purposes of this grant.

11. **Amendment.** If circumstances arise under which an amendment to or modification of this Easement would be appropriate, Landowner and TPL are free to jointly amend this easement; provided that no amendment shall be allowed that will affect the qualification of this Easement or the status of the TPL under any applicable laws, including Sections 501(c)(3) and 170(h) of the Internal Revenue Code, and any amendment shall be consistent with the purpose of this Easement and shall not affect its perpetual duration. Any such amendment shall be recorded in the offices of Calaveras County

12. **Assignment/Successors.** This Easement is transferable, but TPL may assign its rights and obligations under this Easement only to an organization that is a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code (or any successor provision then applicable), an eligible donee under Treasury Regulations Section 1.170A-14(c)(1) (or any successor provision then applicable), and authorized to acquire and hold conservation easements under California Civil Code Section 815.3 (or any successor provision then applicable) or the laws of the United States. TPL agrees to provide a minimum of 30-days advance notice to Landowner prior to completing a transfer of this Easement. As a condition of such transfer, TPL shall require that the conservation purpose that this grant is intended to advance continue to be carried out. The failure of TPL to give such notice shall not affect the

validity of such assignment nor shall it impair the validity of this Easement or limit its enforceability in any way.

Should TPL ever cease to qualify as a Tax-Exempt Nonprofit Organization under Section 501(c)(3) of the Internal Revenue Code, as required by California Civil Code Section 815.3(a), then, as of the date of such disqualification, Landowner and TPL agree that this Easement shall automatically be assigned to _____, so long as it meets the requirements for an assignee of this Easement set forth above and agrees to carry out the conservation purposes of this Easement. If _____ is either unqualified or unwilling to serve, then this Easement will be automatically assigned to the State of California.

13. **Subsequent Transfers.** This Easement is intended to run with the land as set forth herein and specified by the California Civil Code. Nevertheless, Landowner agrees to use its best efforts to incorporate the terms of this Easement by reference in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Landowner further agrees to give written notice to TPL of the transfer of any interest at least thirty (30) days prior to the date of such transfer. The failure of Landowner or the transferee to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way, nor shall any such failure by Landowner give rise to a breach of this Easement or any right in TPL to seek remedies.

14. **Estoppel Certificates.** Upon request by either party, the other party shall within fifteen(15) days execute and deliver to the requesting party or their designee, any document, including an estoppel certificate, which certifies, to the best of the certifying party's knowledge, the other party's compliance with any obligation contained in this Easement or otherwise evidences the status of this Easement. Such certification shall be limited to the condition of the Property as of the certifying party's most recent inspection. If Landowner requests more current documentation, TPL shall conduct an inspection, at Landowner's expense, within thirty (30) days of receipt of Landowner's written request thereof.

15. **Notices.** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed as follows:

To Landowner:	_____	To TPL:	_____
	_____		_____
	_____		_____

or to such other address as either party from time to time shall designate by written notice to the other.

16. **Recordation.** TPL shall record this instrument in timely fashion in the official records of Calaveras County, California, and may re-record it at any time as may be required to preserve its rights in this Easement.

17. **General Provisions.**

17.1. **Controlling Law.** The interpretation and performance of this Easement shall be governed by the laws of the State of California.

17.2. **Liberal Construction.** Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the purpose of this Easement and the policy and purpose of California Civil Code Sections 815-816, including the reservation of interests by the Landowner pursuant to Section 815.4. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

17.3. **Severability.** If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

17.4. **Entire Agreement.** This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment that complies with paragraph 11.

17.5. **No Forfeiture.** Nothing contained herein will result in a forfeiture or reversion of Landowner's title in any respect.

17.6. **Successors.** The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property. The terms "Landowner" and "TPL," wherever used herein, and any pronouns used in place thereof, shall include, respectively, the above-named Landowner and its successors, and assigns, and the above-named TPL and its successors and assigns. Notwithstanding the foregoing, in the event that Landowner sells, transfers or otherwise conveys a portion of the Property, the obligations of Landowner and any such transferee hereunder shall not be joint and several. Instead, each shall be obligated hereunder only with respect to the portions of the Property that it owns, and in the event of any violation of the terms of this Easement, TPL may pursue its remedies under section 7 only against the owner of that portion of the Property on which the violation is alleged to have occurred.

17.7. **Termination of Rights and Obligations.** A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or Property with respect to the interest transferred, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

17.8. **Captions.** The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

[Remainder of this page intentionally left blank. Signatures appear on following page]

17.9. **Counterparts.** The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

TO HAVE AND TO HOLD unto TPL, its successors, and assigns forever.

IN WITNESS WHEREOF, Landowner and TPL have set their hands on the day and year first above written.

“Landowner”

“TPL”

THE TRUST FOR PUBLIC LAND, a nonprofit California corporation

By _____

EXHIBIT A

The Property

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF CALAVERAS, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Calaveras County Assessor Parcel Numbers 50-038-012; 50-039-004; 53-017-001, 002, 004, 005 and 006; and 53-019-001, 002, 003, 004, 005, 006 and 009

NOTICE OF EXEMPTION

TO: Office of Planning and Research
P.O. Box 3044
Sacramento, CA 95812-3044

FROM: Sierra Nevada Conservancy
11521 Blocker Drive, Suite 205
Auburn, CA 95603

=====

PROJECT TITLE: RODDEN RANCH CONSERVATION EASEMENT ACQUISITION

PROJECT LOCATION: The property is located in the western portion of unincorporated Calaveras County near the Stanislaus County border and south of State Highway 4. It consists of assessor parcel numbers 50-038-012; 50-039-004; 53-017-001, 002, 004, 005 and 006; and 53-019-001, 002, 003, 004, 005, 006 and 009.

COUNTY: Calaveras

DESCRIPTION OF THE NATURE AND PURPOSE OF PROJECT:

The Trust for Public Land will acquire a conservation easement over the +/-5,867 acre Rodden Ranch property. The purpose of the conservation easement is to ensure the ranch remains in agricultural/grazing uses and to protect the oak woodland values associated with the property.

PUBLIC AGENCY APPROVING THE PROJECT: Sierra Nevada Conservancy

NAME OF PERSON OR AGENCY CARRYING OUT THE PROJECT: The Trust for Public Land (Attn: Erik Vink; (916) 557-1673 x16; erik.vink@tpl.org)

EXEMPT STATUS:

- ☐ Ministerial (Sec. 21080(b)(l); 15268);
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
- ☐ Emergency Project (Sec. 21080(b)(4); 15269(b) and (c))
- ☐ Statutory Exemption (Section:_____)
- X Categorical Exemption Class: 25 Section: (a) Transfers, acquisitions or ownership of interest in land to preserve existing natural conditions

REASONS WHY PROJECT IS EXEMPT:

This project proposes the acquisition of a conservation easement in order to preserve the existing land use and natural conditions (cattle grazing and oak woodland values, respectively) of the subject property. There will be no change in land use on the property. Further, the protection of grazing lands and oak woodlands are consistent with the Calaveras County General Plan and the Calaveras County Voluntary Oak Woodland Management Plan.

CONTACT: Brandon Sanders

TELEPHONE: (530) 823-4709

EMAIL: bsanders@sierranevada.ca.gov

Sierra Nevada Conservancy

Date

Date filed with OPR



September 7, 2010

Jim Branham
Sierra Nevada Conservancy
11521 Blocker Drive, Suite 205
Auburn, CA 95603

Re: Rodden Ranch conservation easement acquisition

Dear Mr. Branham:

On behalf of Mother Lode Land Trust, I am writing in support of The Trust for Public Land (TPL) application for a grant to acquire a conservation easement on the Rodden Ranch property in Calaveras County.

Mother Lode Land Trust (MLLT) is a 501(c)(3) organization established in 1990 to preserve the foothill landscape of the Central Sierra Nevada. MLLT helps to protect agricultural and range lands, historic and scenic sites, and natural habitats. MLLT holds 17 conservation easements totaling 2,859 acres. MLLT is a regional Land Trust focusing its efforts in the Central Sierra Counties of Alpine, Amador, Calaveras, El Dorado and Tuolumne and holds, or is in the process of acquiring easements in all of these counties.

MLLT supports the acquisition of conservation easements on productive grazing land in Calaveras County, and is excited about TPL's work with the Rodden family to acquire a conservation easement. Western Calaveras County is experiencing substantial growth pressure, and Rodden Ranch is proximate to many of these existing and proposed developments. Protection of the Rodden Ranch property will preserve a broad swath of the blue oak woodland belt lying between Highway 4 and the Stanislaus River.

MLLT has had preliminary discussions about serving as a conservation easement grantee for the Rodden Ranch easement, and we have the capabilities and interest to perform that function. We look forward to continuing to explore that possibility with TPL.

Thank you for your consideration and support of TPL's application for Sierra Nevada Conservancy funding.

Sincerely,

Ellie Routt

Ellie Routt
Executive Director



August 30, 2010

Mr. Jim Branham
Executive Officer
Sierra Nevada Conservancy
11521 Blocker Drive, Ste.205
Auburn, CA 95603

Dear Mr. Branham:

I am writing in support of The Trust for Public Land's request for funding to the Sierra Nevada Conservancy for the acquisition of a conservation easement on Rodden Ranch.

Rodden Ranch is a property in western Calaveras County that lies within my supervisorial district. It is a property I have knowledge of, as my home is nearby. The ranch is a quality grazing property that lies along the blue oak woodland belt.

I am familiar with the work of TPL on the nearby Orvis Ranch conservation easement project. I was supportive of the Orvis Ranch project as I am supportive of the Rodden Ranch conservation easement; both projects will allow for continuation of a vital land use, while ensuring that speculative pressure for ranchette development are extinguished.

Calaveras County has initiated the preparation of a Habitat Management Program and has also supported the protection of oak woodlands through the adoption of an oak woodland management plan. Both of these programs would be advanced by the completion of the Rodden Ranch conservation easement.

Thanks for your consideration.

Sincerely,

Russ Thomas
Supervisor, District 5